



**CHESTERFIELD COUNTY
BOARD OF SUPERVISORS
AGENDA**

Page 1 of 1

Meeting Date: January 24, 2007

Item Number: 2.A,

Subject:

County Administrator's Comments

County Administrator's Comments:

County Administrator: _____

Board Action Requested:

Summary of Information:

The Chesterfield Community Services Board has been informed by CARF (The Rehabilitation Accreditation Commission), that all mental health, mental retardation and substance abuse programs and services have been accredited for a period of three years. *"The department exhibited exemplary performance in the strategic planning, outcomes management and performance improvement systems."*

This accreditation outcome represents the highest level of accreditation, marking the fourth consecutive three-year accreditation awarded to the Chesterfield CSB by CARF, an international accreditation body. According to Brian J. Boon, Ph.D., President and CEO of CARF, *"This achievement is an indication of your organization's dedication and commitment to improving the quality of the lives of the persons served. The organization and its entire staff are commended for their commitment to provide the highest possible quality of service to the persons served."*

This accreditation extends through October 2009.

Preparer: George E. Braunstein

Title: Executive Director
MHSS Department

Attachments:

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Yes

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No

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**CHESTERFIELD COUNTY
BOARD OF SUPERVISORS
AGENDA**

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Meeting Date: January 24, 2007

Item Number: 2.B.

Subject:

County Administrator's Comments

County Administrator's Comments:

County Administrator: _____ *LJR*

Board Action Requested:

Summary of Information:

Ms. Renee Wyatt, Executive Director, Virginia's Gateway Region Board will update the Board regarding activities in the region.

Preparer: Lisa Elko

Title: Clerk to the Board

Attachments:

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Yes

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No

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**CHESTERFIELD COUNTY
BOARD OF SUPERVISORS
AGENDA**

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Meeting Date: January 24, 2007

Item Number: 5.A.

Subject:

Resolution Recognizing Sheriff Clarence G. Williams Upon His Retirement

County Administrator's Comments:

County Administrator: _____

A handwritten signature, likely of the County Administrator, is written over the line.

Board Action Requested:

Staff Requests the Board adopt the attached resolution.

Summary of Information:

Staff requests the Board adopt the attached resolution recognizing Clarence G. Williams, Jr. for 37 years of service to Chesterfield County.

Preparer: Lane B. Ramsey

Title: County Administrator

Attachments:



Yes



No

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RECOGNIZING SHERIFF CLARENCE G. WILLIAMS, JR. UPON HIS RETIREMENT

WHEREAS, Sheriff Clarence G. Williams, Jr. began his law enforcement career in 1968 as a member of the Chesterfield County Special Police and became employed by the Chesterfield Police Department on May 15, 1969, serving as a Police Officer until 1974; and

WHEREAS, Sheriff Williams was transferred to the Vice and Narcotics Unit in 1974 as an Investigator; promoted to Sergeant and attended the Drug Enforcement Administration Officers Academy in 1975; and promoted to the rank of Lieutenant in 1980, serving as the Lieutenant of the Vice and Narcotics Unit; and

WHEREAS, Sheriff Williams graduated from the 135th Session of the F.B.I. National Academy in December 1983 as the second Chesterfield Police Officer to attend; and

WHEREAS, Sheriff Williams continued to serve the citizens of the county as the Lieutenant of the Property Unit from 1984 until June 1990; and

WHEREAS, Sheriff Williams was elected Sheriff of Chesterfield County in a special election in November 1990 and was re-elected as Sheriff in 1991, 1995, 1999 and 2003; and

WHEREAS, Sheriff Williams began his tenure as Sheriff by establishing "HIPP" - Honesty, Integrity, Pride and Professionalism as the standard for his employees to follow when providing services to the citizens of Chesterfield County; and

WHEREAS, Sheriff Williams established an independently operated training academy for the Sheriff's office; led the Sheriff's Office to achieving accreditation through the Virginia Law Enforcement Professional Standards Commission; established Inmate and Weekender Work Forces; integrated video arraignment into the operations of the Chesterfield County Courts; and successfully managed a period of tremendous growth within the Sheriff's Office; and

WHEREAS, Sheriff Williams led efforts to construct a new state-of-the-art jail facility when his staff and the county were faced with the challenge of a significantly deteriorating and overcrowded jail in need of replacement; and

WHEREAS, Sheriff Williams has always displayed a genuine concern for the citizens of Chesterfield County and established the Sheriff's Office Seniors In Touch program that provides senior citizens with companionship and assistance; and

WHEREAS, Sheriff Williams served as the Chairman of the Commonwealth of Virginia Department of Corrections, Liaison Committee and as a member of the Virginia Criminal Sentencing Commission; and

WHEREAS, Sheriff Williams has been a long time supporter of Virginia Special Olympics, having served as State Director and Region 5 Director; and

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WHEREAS, through his leadership, Sheriff Williams has established the Sheriff's Office as a vital part of the public safety structure not only in Chesterfield County but in the Commonwealth of Virginia; and

WHEREAS, Sheriff Williams has faithfully and successfully served the citizens of Chesterfield County for 37 years, has accomplished goals too numerous to list, and has provided leadership and motivation to those he has worked with.

NOW, THEREFORE, BE IT RESOLVED that the Chesterfield County Board of Supervisors, this 24th day of January 2007, publicly recognizes the outstanding contributions of Sheriff Clarence G. Williams, Jr., expresses the appreciation of all residents for his lifelong service to Chesterfield County, extends appreciation for his dedicated service to the county, as well as best wishes for a long and happy retirement.

AND, BE IT FURTHER RESOLVED, that a copy of this resolution be presented to Sheriff Williams, and that this resolution be permanently recorded among the papers of this Board of Supervisors of Chesterfield County, Virginia.

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**CHESTERFIELD COUNTY
BOARD OF SUPERVISORS
AGENDA**

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Meeting Date: January 24, 2007

Item Number: 5.6.

Subject:

Resolution Recognizing Sergeant Mark T. Wells, Police Department, Upon His Retirement

County Administrator's Comments:

County Administrator: _____

A handwritten signature in cursive script, likely belonging to the County Administrator, is written over the line.

Board Action Requested:

The adoption of the attached resolution.

Summary of Information:

Sergeant Mark T. Wells will retire from the Police Department after having provided over 26 years of service to the citizens of Chesterfield County.

Preparer: Colonel Carl R. Baker

Title: Chief of Police

Attachments:



Yes



No

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RECOGNIZING SERGEANT MARK T. WELLS UPON HIS RETIREMENT

WHEREAS, Sergeant Mark T. Wells will retire from the Chesterfield County Police Department on February 1, 2007, after providing 26 years of quality service to the citizens of Chesterfield County; and

WHEREAS, Sergeant Wells has faithfully served the county in the capacities of Patrol Officer, Crime Prevention Officer, Investigator, Senior Patrol Officer, and Sergeant; and

WHEREAS, during his tenure, Sergeant Wells has served as a General Instructor, Field Training Officer, and as a member of the SWAT team; and

WHEREAS, Sergeant Wells was one of the first four investigators assigned to the newly created Anti-Crime Task Force; and

WHEREAS, Sergeant Wells was one of the first three police officers to pilot the new School Resource Officer Program in Chesterfield County, and during his tenure, Officer Wells assisted in writing the class action curriculum for the Governor's Office, which is used in all public high schools in Virginia that have the School Resource Officer Program; and

WHEREAS, Sergeant Wells received the Life Saving Award for his heroism involving the rescue of an accident victim, when after several attempts had been made to rescue a subject that had been trapped in a vehicle in freezing water, without regard for his own safety, Officer Wells entered the water and was able to pull the victim to safety; and

WHEREAS, Sergeant Wells received a commendation for his excellent police work during an investigation at Manchester High School - while working as a School Resource Officer, Officer Wells made a marijuana arrest which subsequently led to the identification and arrest of the supplier; and with the assistance of the Narcotics Unit, a search of the supplier's home led to the discovery and seizure of an estimated ten pounds of marijuana; and

WHEREAS, Sergeant Wells became the first supervisor to serve as the Court Liaison Sergeant, which promoted a positive and productive work environment between the Police Department and the Courts; and

WHEREAS, Sergeant Wells has received numerous letters of thanks and appreciation for service rendered from the citizens of Chesterfield County; and

WHEREAS, Sergeant Wells has provided the Chesterfield County Police Department with many years of loyal and dedicated service, and Chesterfield County and the Board of Supervisors will miss Sergeant Wells' diligent service.

NOW, THEREFORE, BE IT RESOLVED that the Chesterfield County Board of Supervisors, this 24th day of January 2007, publicly recognizes Sergeant Mark T. Wells, and extends on behalf of its members and the citizens of Chesterfield County appreciation for his service to the county, congratulations upon his retirement, and best wishes for a long and happy retirement.

AND, BE IT FURTHER RESOLVED that a copy of this resolution be presented to Sergeant Wells, and that this resolution be permanently recorded among the papers of this Board of Supervisors of Chesterfield County.



**CHESTERFIELD COUNTY
BOARD OF SUPERVISORS
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Meeting Date: January 24, 2007

Item Number: 6.

Subject:

Work Session on the Proposed FY2008 - 2012 Capital Improvement Program

County Administrator's Comments:

County Administrator: _____ 

Board Action Requested:

Hold a work session on the Proposed FY2008 - 2012 Capital Improvement Program.

Summary of Information:

A work session on the proposed Capital Improvement Program (CIP) has been scheduled for this date. The proposed CIP encompasses a five year period, FY2008-2012. The Program advances priorities established in recent years, and includes projects to be financed with bonds authorized through the 2004 bond referendum.

The five year plan proposes expenditures of \$645 million. A breakdown of the CIP is as follows:

General County Projects	\$237,111,000
School Projects	230,061,800
Utility Projects	<u>178,065,000</u>
Total	\$645,237,800

Preparer: Allan Carmody

Title: Director, Budget & Management

Attachments:



Yes



No

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The Proposed CIP, including revenues and specific expenditures will be reviewed at the work session.

The Proposed CIP does not include road funding options discussed at the recent Transportation Summit. Summary findings presented at the Summit identified a ten year road funding goal of approximately \$300 million from multiple funding sources. Staff is currently soliciting public input through community meetings. State funding for road construction and maintenance is currently before the 2007 General Assembly as well. As such, revisions to the Proposed CIP may be forthcoming prior to adoption, if so desired by the Board.

In accordance with the County Charter, the CIP must be adopted by May 1st.

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**CHESTERFIELD COUNTY
PROPOSED
CAPITAL IMPROVEMENT PROGRAM
FY2008 - 2012**






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Agenda

- **2004 Bond Referendum Update**
- **Review of Proposed FY2008-2012 Capital Improvement Program**



The 2004 Referendum

	• Schools	\$231,225,700
	• Public Safety	15,257,100
	• Libraries	35,587,500
	• Parks & Recreation	19,674,700
	• Roads	<u>40,000,000</u>
	Total	\$341,745,000



2004 Bond Referendum

Projects in Progress

- Meadowdale Library Replacement
- Reams-Gordon Library
- Library Information Network of Chesterfield (LINC)
- Bon Air Library Improvements

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2004 Bond Referendum

Projects in Progress

- Park Improvements
- Mid-Lothian Coal Mines Park
- Midlothian Middle School Athletic Complex
- Lake Chesdin Park Improvements
- Goyne Park / Ecoff Elementary School
- Robious Landing Park



2004 Bond Referendum

Projects in Progress

- Dutch Gap Conservation Area
- Midlothian High School Sports Complex
- Fernbrook Neighborhood Park
- Route 360 West Area Park
- Manchester Middle School Athletic Improvements



2004 Bond Referendum

Projects in Progress

- Public Safety Training Center @ Enon
- Harrowgate Fire and Rescue Station

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2004 Bond Referendum

Projects in Progress

- Road Improvements
 - Route 360
 - Route 10 / I-95
 - Woolridge Road Extended
 - Beulah/Salem Church/Hopkins Roads



2004 Bond Referendum

Projects in Progress

- Elizabeth Scott Elementary
- Winterpock Elementary
- Elizabeth Davis Middle
- Tomahawk Creek Middle



2004 Bond Referendum

Projects in Progress

- Bird High School
- Bon Air Elementary
- Ecoff Elementary
- Falling Creek Elementary
- Clover Hill High
- Falling Creek Middle

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**REVIEW
OF
PROPOSED
CAPITAL IMPROVEMENT PROGRAM
FY2008 - 2012**

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General Information

- This Program includes projects to be financed with bond funds from the 2004 Referendum
- Anticipates the next referendum in 2010 – 2011 timeframe
- Does not include road funding options discussed at Transportation Summit
- Adheres to established debt and financial management policies

General Information

- Construction related costs have increased dramatically in last 24 months
- As a result, construction costs for a significant number of CIP projects have been adjusted
- Using \$5 million from FY2006 Results of Operations to address increase in construction costs for referendum projects

Composition of the Proposed Capital Improvement Program

General County CIP

\$237,111,000

School Board CIP

230,061,800

Utilities Department CIP

178,065,000

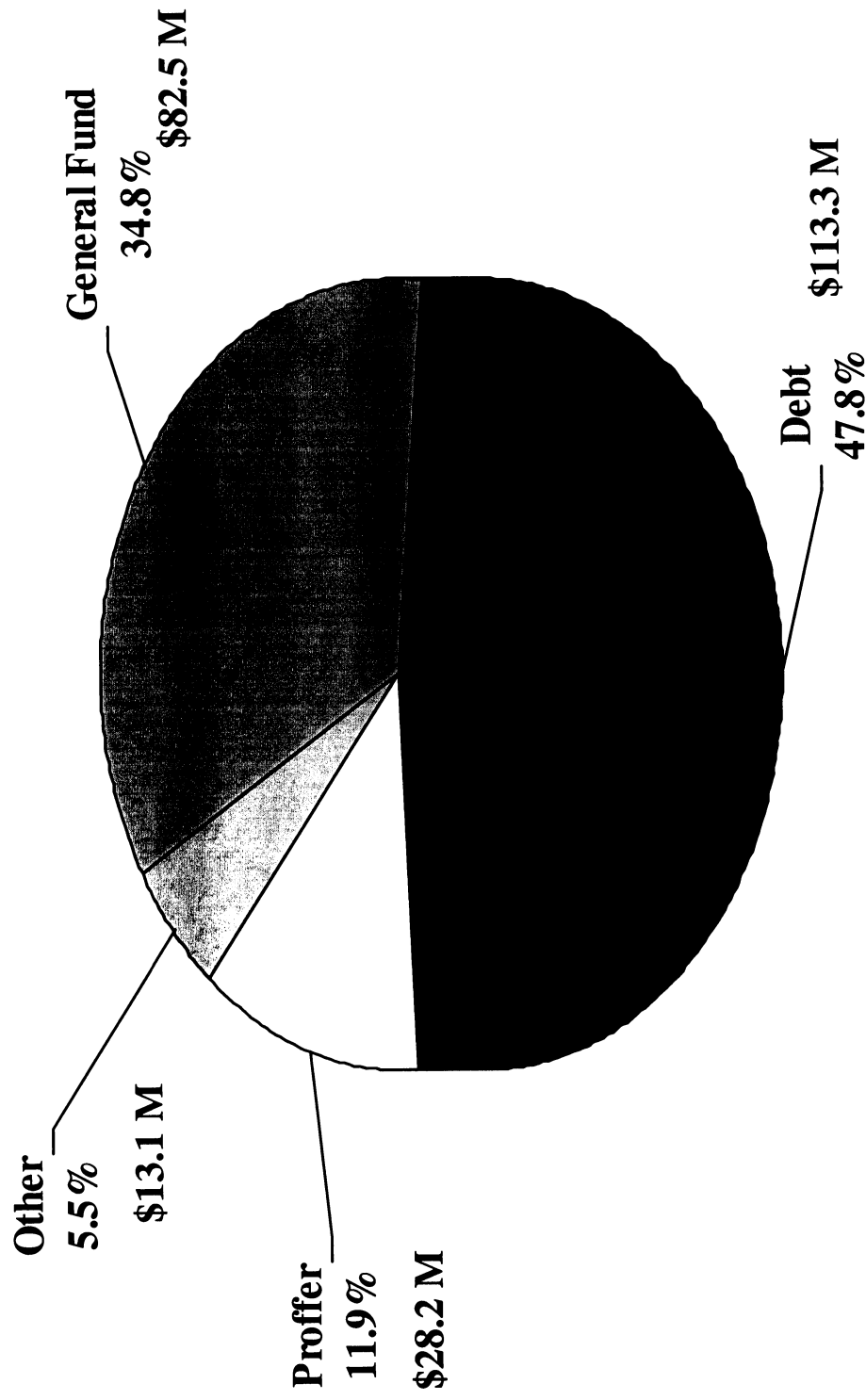
Total FY2008 - 2012

\$645,237,800
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Proposed CIP Revenue Summary

FY2008-FY2012

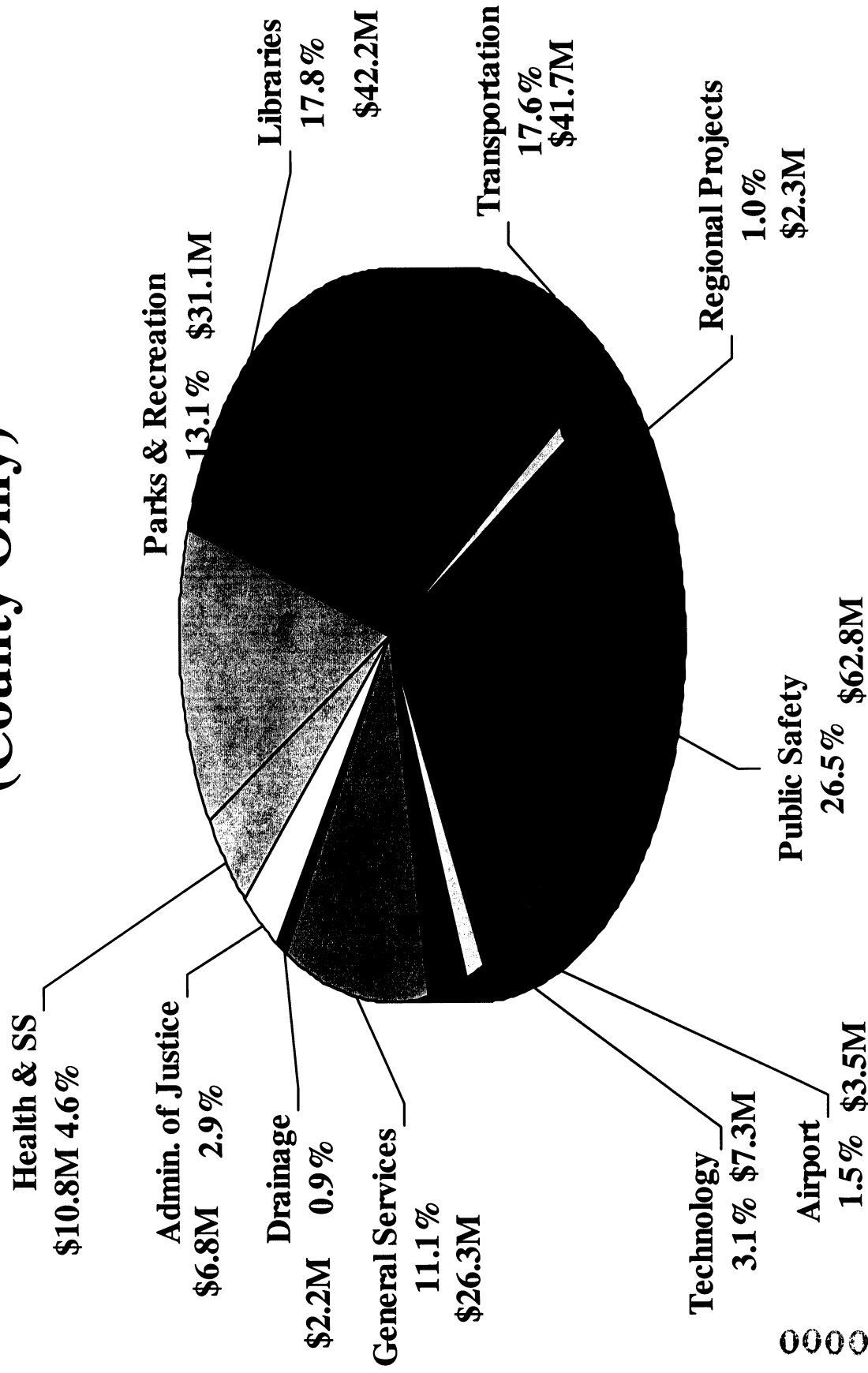
(County Only)



Proposed CIP Expenditure Summary

FY2008 - FY2012

(County Only)



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Proposed FY2008-2012 CIP

(Revisions to Adopted FY2007-2012 CIP)

New Projects

- **Utility Improvements at Harry Daniel Park**
- **Fire Apparatus Replacement Program**
- **Completion of Expansion - Manchester Volunteer Rescue Squad Building**
- **Feasibility Study for Public Safety Administration Building**

Proposed FY2008-2012 CIP

(Revisions to Adopted FY2007-2012 CIP)

New Projects

- **Feasibility Study for Provision of Intermediate Care Facilities – Mental Health Support Services**
- **Maintenance Bay Additions for Fleet Mgmt.**
- **New Fuel Point Facility – Fleet Mgmt.**
- **Renovation of Police Evidence-Fire Administration Building**
- **Widening of Government Center Parkway**

Proposed FY2008-2012 CIP

(Revisions to Adopted FY2007-2012 CIP)

Libraries

- Increase of \$1,225,400 for Reams-Gordon Library; reflects anticipated increase in construction costs
- Increase of \$2,850,000 for Robious Road Library; reflects anticipated increase in construction costs
- Route 360 West Area Library – increase of \$397,200 for land acquisition and related costs

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Proposed FY2008-2012 CIP

(Revisions to Adopted FY2007-2012 CIP)

Parks and Recreation

- **Includes \$800,000 over the five year planning period as contingency for anticipated increases in construction costs for park projects**

Health and Social Services

- **Increase of \$8,347,000 for Expansion and Renovation of Smith-Wagner Building; reflects escalating construction costs and increase in square footage**

Proposed FY2008-2012 CIP

(Revisions to Adopted FY2007-2012 CIP)

Public Safety

- Significant increase in funding (\$4,000,000) for Public Safety Training Center @ Enon; reflects anticipated increase in construction costs for remaining phases of the project
- Hull Street District Station (Permanent Site)– increase of \$3,800,000 to the project; reflects increase in estimated construction costs

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Proposed FY2008-2012 CIP

(Revisions to Adopted FY2007-2012 CIP)

Public Safety

- **Increase of \$1,219,500 for Harrowgate Fire & Rescue Station; reflects anticipated increase in construction costs**
- **Increase of \$1,027,200 for Courthouse/Route 288 Fire & Rescue Station; reflects anticipated increase in construction costs**

Proposed FY2008-2012 CIP

(Revisions to Adopted FY2007-2012 CIP)

Regional

- **John Tyler Community College – funding for site work related to new academic building at Midlothian Campus has been accelerated and will be addressed in 2007 and 2008**



**CHESTERFIELD COUNTY
BOARD OF SUPERVISORS
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Meeting Date: January 24, 2007

Item Number: 8.A.1.

Subject:

Approval of Purchase and Sale Agreement with Crosland Investments LLC for Cloverleaf Mall and Approval of the Economic Development Authority's Initiation of the Process to Purchase the Landlord's Interest in the Ground Lease for Cloverleaf Mall

County Administrator's Comments:

Recommend Approval

County Administrator: _____

LJR

Board Action Requested:

The Board is requested to: (1) approve the Purchase and Sale Agreement with Crosland Investments, Inc. for Cloverleaf Mall and (2) approve the Economic Development Authority's initiation of the process to purchase the landlord's interest in the Ground Lease for Cloverleaf Mall.

Summary of Information:

The Board is requested to take two actions regarding the redevelopment of Cloverleaf Mall:

- (1) Approve the Purchase and Sale Agreement with Crosland Investments LLC for Cloverleaf Mall pursuant to which Crosland agrees to purchase the Cloverleaf Mall buildings and land parcels currently owned by the Economic Development Authority for \$9.225 million and to reimburse the purchase price for the Ground Lease if it is acquired. The purchase agreement is subject to certain conditions that must be met related to financial feasibility prior to completing the sale.
- (2) Approve the EDA's initiation of the process to purchase the Landlord's interest in the Ground Lease for Cloverleaf Mall.

In 2004 the Economic Development Authority of the County of Chesterfield purchased certain property generally known as Cloverleaf Mall and adjacent tracts. The total property purchased is +/- 83 acres with 43.11 acres

Preparer: Steven L. Micas

Title: County Attorney
2705(23):74004.1

Attachments:



Yes



No

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**CHESTERFIELD COUNTY
BOARD OF SUPERVISORS
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subject to a ground lease. The purchase price of \$9.225 million was funded through a "line of credit" loan of \$10,000,000 to the EDA. The Support Agreement obligates the County to make loan payments subject to annual appropriations only if the loan proceeds are used to purchase Cloverleaf Mall property in accordance with the County's redevelopment plan.

Through a Memorandum of Understanding, the County has been working with Crosland Investments, LLC, a nationally known developer, with respect to redeveloping the Cloverleaf Mall properties into a mixed use project with office, commercial, retail and residential uses. The Purchase and Sale Agreement contemplates the transfer of the currently owned mall interests from the EDA to Crosland for \$9.225 million. In addition, Crosland agrees to purchase the Ground Lease interest from the EDA at the EDA's purchase price. Closing under the Purchase and Sale Agreement is planned to occur not later than June 30, 2008, but is subject to contingencies including creating a mutually acceptable redevelopment plan for the property, rezoning of the parcels, analyzing the economic viability of the project, and providing economic development incentives, if necessary, that is likely to include the creation of a Community Development Authority.

The EDA has the right as tenant under the existing Ground Lease to purchase the Landlord's Ground Lease interests in the Mall by forwarding a \$4.25 million purchase offer to the Landlord. If the Landlord does not accept the initial EDA's purchase offer, the Ground Lease provides a process to establish the final purchase price through an appraisal process. In order to complete the purchase of the Ground Lease, the EDA would need the County to amend the Support Agreement to allow for additional funding.

The County Administrator is requesting that the Board approve the Purchase and Sale Agreement and authorize him to execute the document and to approve the EDA's initiation of the Process to Purchase the Landlord's Interest in the Ground Lease for Cloverleaf Mall.

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PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (hereinafter referred to as "Agreement") is hereby entered into this ____ day of January, 2007 by and between the Economic Development Authority of the County of Chesterfield, a political subdivision of the Commonwealth of Virginia (hereinafter "Owner"), Crosland Investments, LLC, a limited liability company existing under the laws of the State of North Carolina (hereinafter "Purchaser") and the County of Chesterfield, a political subdivision of the Commonwealth of Virginia (hereinafter "County").

WHEREAS, there is an approximately 83 acre site known as the Cloverleaf Mall property in which the Owner is (i) owner in fee simple of approximately 37 acres and the improvements thereon (hereinafter the "Fee Property"), (ii) owner in fee simple of the buildings and improvements (hereinafter the "Improvements") on approximately 46 acres and (iii) lessee of approximately 46 acres pursuant to a ground lease assumed by the EDA in October 2004 (hereinafter referred to collectively as the "Property"); and

WHEREAS, Purchaser is interested in purchasing the Property from the Owner and redeveloping it into a mixed-use project with office, commercial, retail and residential uses; and

WHEREAS, Owner desires to sell, assign, transfer and convey all of its leasehold and fee interests in and to the Property to Purchaser, and Purchaser desires to purchase and assume such interests and related rights from Owner in accordance with the terms and conditions hereinafter set forth; and

WHEREAS, the Owner's purchase of its interests in the Property was financed through a loan transaction in which debt service payments are contingent upon "annual

appropriations” being made by the County in amounts sufficient to make such payments, and the County is interested in having the Property redeveloped into a mixed-use project with the uses described above.

NOW THEREFORE, in consideration of the mutual rights and obligations hereunder, Purchaser hereby agrees to buy, and Owner agrees to transfer, convey, assign, and sell its rights in and to, the Property upon the terms and conditions hereinafter set forth.

1. Deposit. Upon execution of the Agreement by County and Owner, Purchaser shall deliver to Lawyers Title Insurance Corporation, Richmond, Virginia (“Escrow Agent”) a deposit (the “Deposit”) in the amount of One Hundred Thousand Dollars (\$100,000) in the form of Purchaser’s certified or cashiers’ check or wire transfer of funds. The Deposit is refundable or non-refundable as stated herein. All interest earned on the Deposit shall be added to and become part of the Deposit. OWNER, COUNTY AND PURCHASER HEREBY ACKNOWLEDGE AND AGREE THAT THE AMOUNT OF THE DEPOSIT IS THE PARTIES’ BEST AND MOST ACCURATE ESTIMATE OF THE COSTS OWNER WOULD SUFFER IN THE EVENT PURCHASER FAILS TO PURCHASE THE PROPERTY PURSUANT TO THE AGREEMENT AND THAT SUCH ESTIMATE IS REASONABLE UNDER THE CIRCUMSTANCES EXISTING ON THE DATE OF THIS AGREEMENT. OWNER, COUNTY AND PURCHASER AGREE THAT THE RIGHT TO RETAIN THE DEPOSIT SHALL BE THE SOLE REMEDY OF OWNER AND COUNTY FOR PURCHASER’S FAILURE TO PURCHASE THE PROPERTY FOR ANY REASON.

2. Purchase Price; Payment. The purchase price for the Property shall be NINE MILLION TWO HUNDRED TWENTY-FIVE THOUSAND DOLLARS (\$9,225,000) plus the amount paid by Owner to acquire the Ground Lease as is described in paragraph 6(d) below (the "Purchase Price"). The entire Purchase Price shall be payable by Purchaser in cash or certified or bank cashier's check or wire transfer of funds at closing. The Deposit shall be applied to the Purchase Price at closing.

3. Information. County and Owner agree that they shall cooperate and shall cause their agents to provide copies of all documents and information in its possession requested by Purchaser concerning the Property, provided that all such information shall be provided on an AS IS BASIS, WITH ALL FAULTS, AND WITHOUT REPRESENTATIONS OR WARRANTIES OF ANY KIND OR NATURE, EXPRESS, IMPLIED OR OTHERWISE.

4. Closing. Closing under the terms of this Agreement shall be held on a date mutually agreed to by the parties which shall not be later than forty-five (45) days following the last to occur of (i) the Rezoning Date, or (ii) the Incentive Approval Date, or (iii) the Ground Lease Acquisition Date as those terms are defined herein, but in no event later than June 30, 2008. Deposit with the Escrow Agent of the cash required at closing and such other papers as are required to consummate closing hereunder shall be considered good and sufficient tender of performance of the terms of this Contract.

5. Conveyance.

a. The Property will be conveyed by Special Warranty Deed and such other documents reasonably requested by Purchaser's title company including, but not limited to, Standard Virginia Owner's and Mechanic's Lien Affidavit as modified for use by a

public entity, and other such tax affidavits and other documents customarily provided by governmental owners in the Commonwealth of Virginia. Except as expressly set forth in this Agreement, the sale is and will be made on an AS IS BASIS, WITH ALL FAULTS, AND WITHOUT REPRESENTATIONS OR WARRANTIES OF ANY KIND OR NATURE, EXPRESS, IMPLIED OR OTHERWISE, including, but not limited to, any representation or warranty concerning the physical condition of the Improvements, the compliance of the Property with applicable laws and regulations (including, but not limited to, zoning and building codes or the status of development or use rights respecting the Property), the financial condition of the Property or any other representation or warranty respecting any income, expense, charges, liens or encumbrances, rights or claims on, affecting or pertaining to the Property, or any part thereof.

b. Possession of the Property will be given to Purchaser at Closing subject to the rights of outparcel tenants Bank of America, N.A. and BFS Retail and Commercial Operations, LLC d/b/a Firestone. Owner's rights under the leases with such outparcel tenants will be assigned to Purchaser at Closing.

6. Conditions Precedent to Purchaser's Obligation to Close under this Agreement. Purchaser's obligation to close on the transaction is expressly subject to the following conditions precedent:

a. Purchaser shall have submitted to the County Administrator by March 1, 2007 its preliminary redevelopment plan ("Redevelopment Plan") for the Property including therein its proposed uses and the general location for those uses together with its redevelopment schedule and its proposed zoning proffers and conditions. The County

Administrator may request reasonable modifications and revisions to any portion of the Redevelopment Plan. The County Administrator and Purchaser shall use reasonable efforts to mutually agree to the final Redevelopment Plan and initial zoning proffers and conditions on or before April 15, 2007. The County Administrator's agreement with respect to any aspect of the Redevelopment Plan or zoning proffers and conditions does not bind or obligate the County's Board of Supervisors or any department of the County or other public entity to approve or disapprove submissions to it other than in accordance with all applicable laws and ordinances. Purchaser agrees to submit the final Redevelopment Plan as a binding condition in the zoning application for the Property;

b. Purchaser shall have obtained rezoning of the Property to permit implementation of the agreed upon Redevelopment Plan, but Purchaser agrees to reasonable modifications to the Redevelopment Plan that may occur during the rezoning process so long as those modifications do not negatively affect the financial viability of the project. Owner and County agree that Purchaser may reject conditions or proffers to the final approved zoning that require it to do any of the following that reasonably render the project financially infeasible and are not already contemplated by the Redevelopment Plan as submitted by the Purchaser: (i) pay any impact fees or fees of a similar nature except that Purchaser will agree to pay water and sewer connection fees; (ii) pay for all or any portion of offsite improvements, or off-site road reconfiguration or widening; (iii) dedicate any portion of the Property for public or quasi-public use except for rights of way for roads on-site or adjacent to the Property; or (iv) make any contribution to any public, governmental or charitable agency or institution. Purchaser agrees to diligently pursue rezoning of the Property and to pay all costs associated with the rezoning process.

The “Rezoning Date” shall be the date on which all periods to appeal the decision rezoning the Property have expired without an appeal having been filed. Nothing in this paragraph shall bind or obligate the County’s Board of Supervisors or any department of the County or other public entity to approve or disapprove submissions to it other than in accordance with all applicable laws and ordinances;

c. The County and Purchaser have reached agreement on the amount, type and timing of economic development incentives, if any, to be provided by the County, through a Community Development Authority, or any other means, and that all necessary governmental approvals for such economic development incentives have been received. The date upon which such condition is fulfilled is referred to herein as the “Incentive Approval Date.” In order to have the County consider any economic development incentives for the Property, the Purchaser must provide the County with detailed information about Purchaser’s analysis of the anticipated costs and income to be derived from the Property by March 15, 2007. Purchaser will use its standard budgeting and economic modeling practices and the following expected returns for each type of use:

Vertically Mixed Use	11%
Retail	10%
Office	9%
Multi-family Residential	8%

The County has the right to retain an independent consultant to review the budgeting and economic modeling practices Purchaser used to derive its anticipated costs and income from the Property. The County Administrator will then notify the Purchaser in writing by May 15, 2007 of the amount and type of economic development incentives including, but not limited to, inducement grants and public improvements paid for by the County or through debt issued by a separate entity (the “Incentive Package”) which he will

recommend for approval to the County's Board of Supervisors. As a part of the consideration of the Incentive Package, the parties may mutually agree to allow for a phased purchase of the Property. The Purchaser shall have until June 1, 2007 to accept or reject in writing the Incentive Package. The date on which Purchaser accepts the Incentive Package shall be the "Incentive Agreement Date" and the Incentive Package will then be the basis for the submission to the County's Board of Supervisors requesting economic development incentives for the Property. If the County wishes to create a Community Development Authority to finance certain public improvements to the Property, Purchaser agrees to execute the petition and otherwise support the creation of the mechanism or entity and to have the Property subjected to additional taxes and/or assessments as provided by Virginia law as the funding mechanism for the repayment of any debt issued as a part of the Incentive Package. Nothing in this paragraph obligates the County's Board of Supervisors or any department of the County or other public entity to approve or disapprove submissions to it other than in accordance with all applicable laws and ordinances;

d. The Owner has acquired the landlord's interest in an existing ground lease (the "Ground Lease") on the Ground Lease Property. Under the current Ground Lease, the Owner has the right to submit a \$4,250,000 purchase offer for the Landlord's interests under the Ground Lease. If the Landlord does not agree to that purchase price, the Ground Lease provides for an appraisal process which must be used to determine the purchase price. The date upon which such condition is fulfilled is referred to herein as the "Ground Lease Acquisition Date;" and

e. Purchaser has determined in its good faith business judgment that actual market conditions will support the anticipated returns on its investment. If Purchaser elects to terminate this Agreement under this subparagraph, it must provide County and Owner with written notice and an explanation of the basis on which Purchaser's determination is made. Purchaser may exercise its rights hereunder anytime up until sixty (60) days after the Rezoning Date or the Incentive Agreement Date, whichever is later, but its requirement to close hereunder will still be contingent upon the Incentive Approval Date and the Ground Lease Acquisition Date, if they have not otherwise been completed.

7. Title. Owner hereby agrees to provide a copy of the Owner's title insurance policies dated October 19, 2004 and December 28, 2004 which collectively cover the Property.

8. Expenses. Each of the parties hereto shall bear and pay all costs and expenses, including legal and accounting fees, incurred by it or on its behalf in connection with this Agreement and the transfer of the Property. The obligations of the EDA to expend funds under this Agreement are subject to sufficient funding being provided to it by the County. Real estate taxes, rents and utilities shall be prorated to the date of closing and paid by Purchaser thereafter. To the extent necessary, such prorations will be calculated or reconciled on a post-closing basis, and Purchaser and Owner agree to make appropriate adjustments based upon the actual charges, once known.

9. Owner's Warranties. County and Owner have not received notice of and are not aware of any pending or threatened actions, suits or proceedings against or

affecting the Property or any portion thereof, or relating to or arising out of their respective ownership, operation, management, use or maintenance of the Property.

10. Default; Remedies. In the event the Purchaser fails to close pursuant to the terms hereof, Owner and County shall be entitled to terminate this Agreement by delivery of written notice to Purchaser and Escrow Agent and thereupon the Deposit shall be disbursed by the Escrow Agent to Owner as County and Owner's sole and exclusive remedy hereunder, the parties agreeing that the Deposit constitutes agreed-upon liquidated damages and not a penalty. Owner hereby agrees that it will transfer the Deposit to the County within two (2) business days of its receipt of it. In the event Owner or County breaches its obligations under the terms of this Agreement, Purchaser shall be entitled to a return of the Deposit.

11. Commission. Purchaser agrees to be wholly responsible for paying any brokerage commission which may be owed to Divaris pursuant to a separate agreement. County and Owner represent that they have no contractual relationship with any agent or broker with respect to the transaction contemplated herein. Purchaser warrants that its only obligation to any agent or broker with respect to the transaction contemplated herein is to Divaris.

12. Applicable Law; Venue. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia, without respect to its conflicts of law principles. Any action or dispute arising out of this Agreement which cannot be resolved among the parties shall be resolved in the Chesterfield County Circuit Court and in no other forum. Purchaser hereby agrees to subject itself to personal

jurisdiction in the Chesterfield County Circuit Court for any action or dispute arising out of this Agreement.

13. Total Agreement. This Agreement contains the full and final agreement between the parties with respect to the sale and purchase of the Property. The parties shall not be bound by any terms, conditions, statements, warranties, or representations, oral or written, not contained herein. No change or modification of this Agreement shall be valid unless the same is in writing and is signed by the parties hereto. No waiver of any of the provisions of this Agreement shall be valid unless the same is in writing and is signed by the party against which it is sought to be enforced.

14. Assignment. Purchaser may not assign this Agreement in whole or in part without the prior written consent of County and this Agreement shall not inure to the benefit of Purchaser's successors; provided, however, Purchaser may assign this Agreement to any entity that is controlled by Purchaser or one or more of its direct or indirect beneficial owners, but no such assignment shall release Purchaser from any of its obligations hereunder.


15. Time. Time is of the essence with respect to all matters set forth in this Agreement. Any date specified in this Agreement for the performance of an obligation or expiration of a time period which is a Saturday, Sunday or a legal holiday shall be extended to the first regular business day after such date which is not a Saturday, Sunday or legal holiday.

16. Authority. The parties signing this Agreement on behalf of Owner, Purchaser and County are duly authorized to sign this Agreement and, upon execution by

the parties, this Agreement shall be fully binding and enforceable against the parties according to its terms.

17. Headings. The paragraph headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

CROSLAND INVESTMENTS, LLC

By: 
Name: JAMES F. DADDs
Title: VICE PRESIDENT

COUNTY OF CHESTERFIELD,
VIRGINIA

By: _____
Name: _____
Title: _____

ECONOMIC DEVELOPMENT
AUTHORITY OF THE COUNTY OF
CHESTERFIELD

By: _____
Name: _____
Title: _____



**CHESTERFIELD COUNTY
BOARD OF SUPERVISORS
AGENDA**

Page 1 of 3

Meeting Date: January 24, 2007

Item Number: 8.A.2.

Subject:

Initiation of an Application to Rezone the Cloverleaf Mall Redevelopment Site

County Administrator's Comments:

Recommend Approval

County Administrator: _____

[Signature]

Board Action Requested:

Authorize initiation of rezoning application on properties listed below; appoint Thomas E. Jacobson as the Board's agent; and waive zoning disclosure requirements.

Summary of Information:

On October 13, 2004, the Board of Supervisors initiated the County's purchase and active public redevelopment of the Cloverleaf Mall and surrounding land parcels. This property consists of 17 land parcels totaling approximately 83 acres.

The comprehensive plan designation for this property is regional mixed use.

The county's development partner, Crosland, has undertaken significant market analysis and retail recruitment. They are proposing a mixed use town center with retail, office, restaurants, light industrial, and a variety of residential uses (condominiums, apartments/loft apartments, live/work units, townhouse, single-family) and related uses. Zoning changes are necessary to permit this proposed project.

See attached map for outline of property proposed for rezoning.

Preparer: Thomas E. Jacobson

Title: Director of Revitalization

Attachments:



Yes



No

000046

**CHESTERFIELD COUNTY
BOARD OF SUPERVISORS
AGENDA**

Page 2 of 3

The parcels listed below are recommended to be rezoned from C-2, C-3, C-4, and C-5 zoning districts to C-4, regional business district, with a Conditional Use for townhouse and multi-family uses and a Conditional Use Planned Development to permit detached single family uses and ordinance exceptions.

<u>PARCEL</u>	<u>CURRENT ZONING</u>
764 705 3864 00000	C-5
764 705 6668 00000	C-5
764 705 8227 00000	C-5
764 706 3159 00000	C-5
764 706 8861 00000	C-5
764 707 6112 00000	C-5
765 704 2693 00000	C-5
765 705 4651 00000	C-4
765 705 5781 00000	C-5
765 705 7651 00000	C-4
765 705 7962 00000	C-4
765 706 1010 00000	C-5
765 706 4170 00000	C-5
765 706 6964 00000	C-5
765 706 8068 00000	C-2
765 706 8842 00000	C-2
765 707 6600 00000	C-3

The application is to be filed no later than April 16, 2007.

000047





**CHESTERFIELD COUNTY
BOARD OF SUPERVISORS
AGENDA**

Page 1 of 3

Meeting Date: January 24, 2007

Item Number: 8.B.

Subject: Streetlight Installation Cost Approvals

County Administrator's Comments:

County Administrator: _____ 

Board Action Requested:

This item requests Board approval of additional funding of a previously approved streetlight in the Clover Hill District and new streetlight installations in the Bermuda, Clover Hill, and Matoaca Districts.

Summary of Information:

Streetlight requests from individual citizens or civic groups are received in the Department of Environmental Engineering. Staff requests cost quotations from Dominion Virginia Power for each request received. When the quotations are received, staff re-examines each request and presents them at the next available regular meeting of the Board of Supervisors for consideration. Staff provides the Board with an evaluation of each request based on the following criteria:

1. Streetlights should be located at intersections;

CONTINUED NEXT PAGE

Preparer: Richard M. McElfish

Title: Director, Environmental Engineering

Attachments:



Yes



No

#

000049

**CHESTERFIELD COUNTY
BOARD OF SUPERVISORS
AGENDA**

Page 2 of 3

Summary of Information: (Continued)

2. There should be a minimum average of 600 vehicles per day (VPD) passing the requested location if it is an intersection, or 400 VPD if the requested location is not an intersection;
3. Petitions are required and should include 75% of residents within 200 feet of the requested location and if at an intersection, a majority of those residents immediately adjacent to the intersection.

Cost quotations from Dominion Virginia Power are valid for a period of 60 days. The Board, upon presentation of the cost quotation may approve, defer, or deny the expenditure of funds from available District Improvement Funds for the streetlight installation. If the expenditure is approved, staff authorizes Dominion Virginia Power to install the streetlight. A denial of a project will result in its cancellation and the District Improvement Fund will be charged the design cost shown; staff will notify the requestor of the denial. Projects cannot be deferred for more than 30 days due to quotation expiration. Quotation expiration has the same effect as a denial.

BERMUDA DISTRICT:

- In the Fan Court Subdivision, on Cliff Lawn Drive in the vicinity of 11517 on the existing pole
Cost to install streetlight: **\$1.46**
(Design Cost: **\$110.92**)
Does not meet minimum criteria for intersection or vehicles per day

CLOVER HILL DISTRICT:

- In the Southport Business Park:
Increase funding for an approved light at the intersection of Branchway Road and Business Center Drive. Approved funds to date are \$1349.53. The new cost, due to a relocation of the actual installation, is \$3,904.43. Additional funding required for this installation to proceed: **\$2,554.90**

CONTINUED NEXT PAGE

000050

**CHESTERFIELD COUNTY
BOARD OF SUPERVISORS
AGENDA**

Page 3 of 3

Summary of Information: (Continued)

CLOVER HILL DISTRICT (Continued):

- In the Penn Acres Subdivision:
 - Upgrade the existing light At 8215 Trout Lane from 3000 Lumen Mercury Vapor to 8000 Lumen High Pressure Sodium Vapor
Cost to install streetlight: **\$134.00**
(Design Cost: \$110.92)
 - Upgrade the existing light At 8367 Trout Lane from 3000 Lumen Mercury Vapor to 8000 Lumen High Pressure Sodium Vapor
Cost to install streetlight: **\$134.00**
(Design Cost: \$110.92)
 - Upgrade the existing light At 8401 Trout Lane from 3000 Lumen Mercury Vapor to 8000 Lumen High Pressure Sodium Vapor
Cost to install streetlight: **\$448.70**
(Design Cost: \$110.92)
 - Upgrade the existing light At 124 Jade Road from 3000 Lumen Mercury Vapor to 8000 Lumen High Pressure Sodium Vapor
Cost to install streetlight: **\$438.08**
(Design Cost: \$110.92)

MATOACA DISTRICT:

- Second Branch Road in the vicinity of 11601
Cost to install streetlight: **\$32.00**
(Southside Electrical Cooperative area, no charge for design)
Does not meet minimum criteria for intersection

For information regarding available balances in the District Improvement Fund accounts, please reference the District Improvement Fund Report.

000051

STREETLIGHT REQUEST
Bermuda District

Request Received: July 13, 2006

Estimate Requested: July 13, 2006

Estimate Received: December 12, 2006

Days Estimate Outstanding: 179

NAME OF REQUESTOR: Ms. Sarah B. Mick
ADDRESS: 11525 Cliff Lawn Drive
Chester, VA 23831

REQUESTED LOCATION:

Cliff Lawn Drive, vicinity of 11517
Cost to install streetlight: \$1.46

POLICY CRITERIA:

Intersection:	Not Qualified, location is not an intersection
Vehicles Per Day:	Not Qualified, less than 400 vehicles per day
Petition:	Qualified

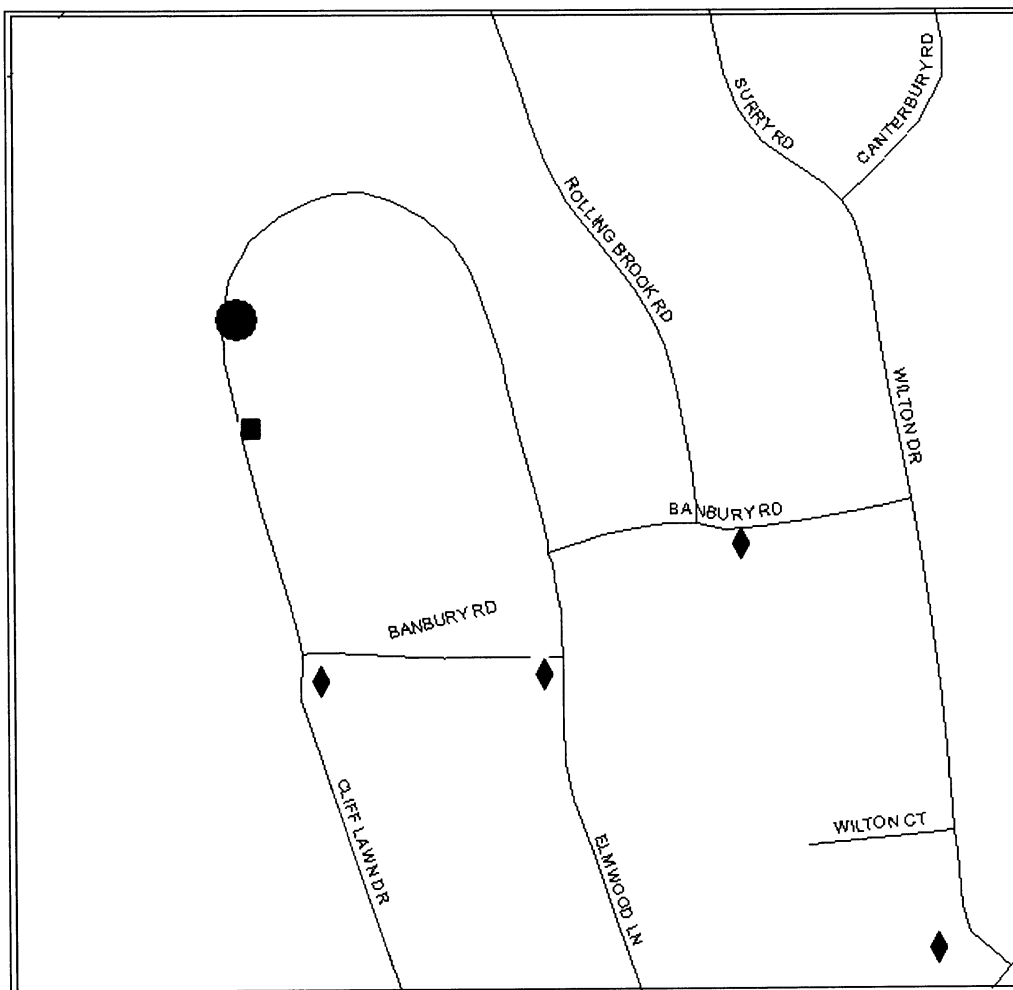
Requestor Comments:

"This is a really dark area and strangers sometimes park around the curve and walk down towards our home. The police have been called in the past to investigate situations that residents question. We feel that street lighting will be of great benefit to all."

000052

Streetlight Request Map

January 24, 2007



This map is a copyrighted product of the Chesterfield County GIS Office.

Streetlight Legend

- ◆ existing light
- requested light
- approved, awaiting installation

N



This map shows citizen requested streetlight installations in relation to existing streetlights.

Existing streetlight information was obtained from the Chesterfield County Environmental Engineering Department.



000053

STREETLIGHT REQUEST
Clover Hill District

Request Received: August 3, 2006

Estimate Requested: August 4, 2006

New Estimate Received: January 11, 2007 Days Estimate Outstanding: not applicable

NAME OF REQUESTOR: Ms. Angela Hope
ADDRESS: Southport Association
PO Box 1053
Midlothian, VA 231131

REQUESTED LOCATION:

Branchway Road and Business Center Drive

Revised cost to install streetlight: \$3,904.43

Initial approved cost to install streetlight: \$1,349.53

Additional funding required for project: \$2,554.90

POLICY CRITERIA:

Intersection:	Qualified
Vehicles Per Day:	Qualified
Petition:	Not Required, no residents within 200 feet

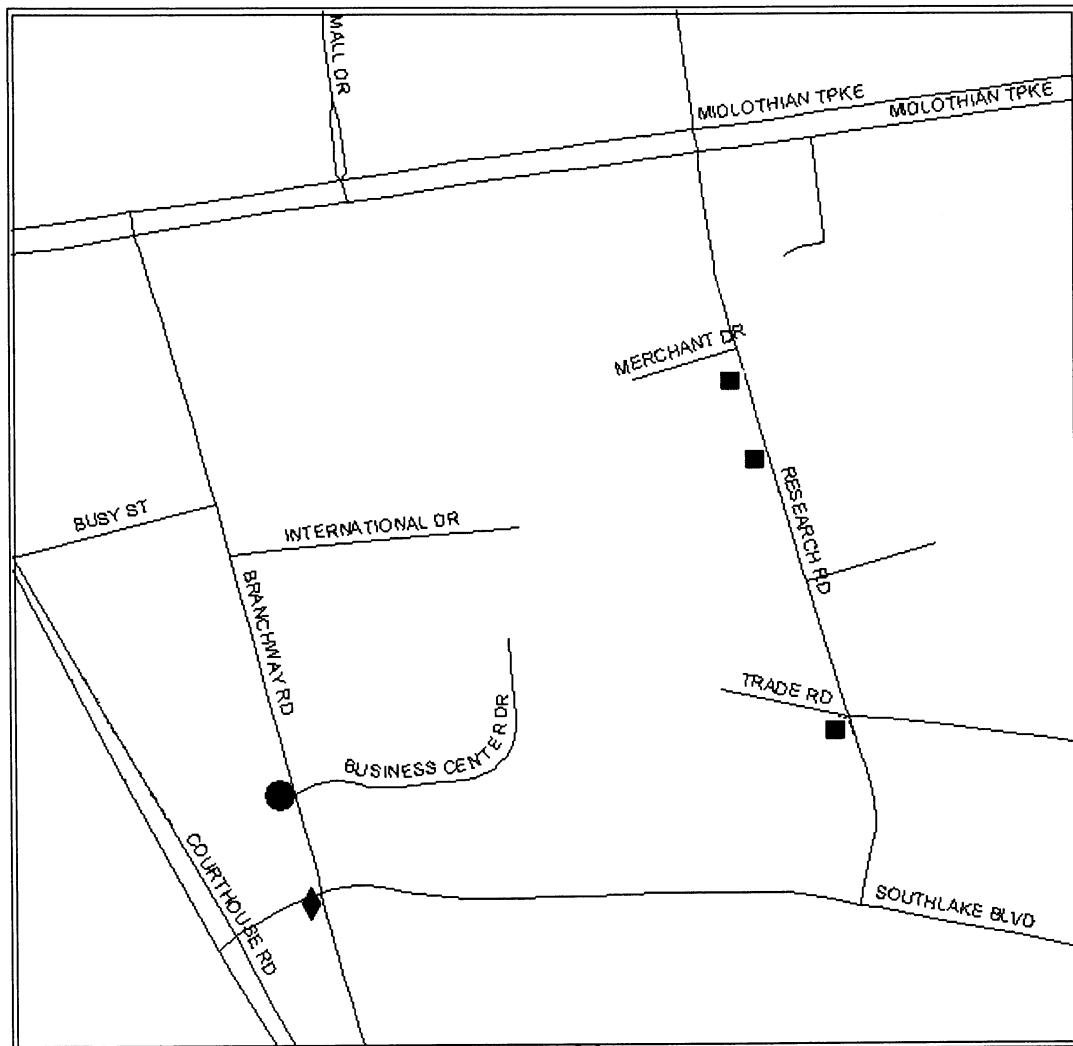
Requestor Comments:

Staff notes that Dominion Power has reported that they are unable to install this light as originally specified due to a facilities capacity problem. Additional funding requested for this project is for the cost to relocate and install the necessary facilities approximately 60 feet to the north, on the corner opposite from the originally specified location. Original funding for this project was approved at the January 10, 2007 meeting.

000054

Streetlight Request Map

January 24, 2007



This map is a copyrighted product of the Chesterfield County GIS Office.

Streetlight Legend

- ◆ existing light
- requested light
- approved, awaiting installation

This map shows citizen requested streetlight installations in relation to existing streetlights.

Existing streetlight information was obtained from the Chesterfield County Environmental Engineering Department.



000055

STREETLIGHT REQUEST
Clover Hill District

Request Received: July 28, 2006

Estimate Requested: July 31, 2006

Estimate Received: January 8, 2007

Days Estimate Outstanding: 164

NAME OF REQUESTOR: Mr. William C. Shiflett

ADDRESS: Penn Acres Homeowners Association
8313 Trout Lane
Richmond, VA 23236

REQUESTED LOCATION:

Upgrade existing light at 8215 Trout Lane to 8000 Lumen HPSV
Cost to install streetlight: \$134.00

POLICY CRITERIA: Not required, existing light

Requestor Comments:

"These up-grades will bring all lights in the subdivision up to current standard and appearance."

Staff notes that Dominion Power has indicated that the cost of this upgrade is predicated on the work being performed "cold," i.e., with power to the installation disabled.

000056

STREETLIGHT REQUEST
Clover Hill District

Request Received: July 28, 2006

Estimate Requested: July 31, 2006

Estimate Received: January 8, 2007

Days Estimate Outstanding: 164

NAME OF REQUESTOR: Mr. William C. Shiflett

ADDRESS: Penn Acres Homeowners Association
8313 Trout Lane
Richmond, VA 23236

REQUESTED LOCATION:

Upgrade existing light at 8367 Trout Lane to 8000 Lumen HPSV

Cost to install streetlight: \$134.00

POLICY CRITERIA: Not required, existing light

Requestor Comments:

"These up-grades will bring all lights in the subdivision up to current standard and appearance."

Staff notes that Dominion Power has indicated that the cost of this upgrade is predicated on the work being performed "cold," i.e., with power to the installation disabled.

000057

STREETLIGHT REQUEST
Clover Hill District

Request Received: July 28, 2006

Estimate Requested: July 31, 2006

Estimate Received: January 8, 2007

Days Estimate Outstanding: 164

NAME OF REQUESTOR: Mr. William C. Shiflett

ADDRESS: Penn Acres Homeowners Association
8313 Trout Lane
Richmond, VA 23236

REQUESTED LOCATION:

**Upgrade existing light at 8401 Trout Lane to 8000 Lumen HPSV
Cost to install streetlight: \$448.70**

POLICY CRITERIA: Not required, existing light

Requestor Comments:

"These up-grades will bring all lights in the subdivision up to current standard and appearance."

Staff notes that Dominion Power has indicated that the cost of this upgrade is predicated on the work being performed "hot," i.e., with power to the installation enabled.

000058

STREETLIGHT REQUEST
Clover Hill District

Request Received: July 28, 2006

Estimate Requested: July 31, 2006

Estimate Received: January 8, 2007

Days Estimate Outstanding: 164

NAME OF REQUESTOR: Mr. William C. Shiflett

ADDRESS: Penn Acres Homeowners Association
8313 Trout Lane
Richmond, VA 23236

REQUESTED LOCATION:

Upgrade existing light at 124 Jade Road to 8000 Lumen HPSV
Cost to install streetlight: \$438.08

POLICY CRITERIA: Not required, existing light

Requestor Comments:

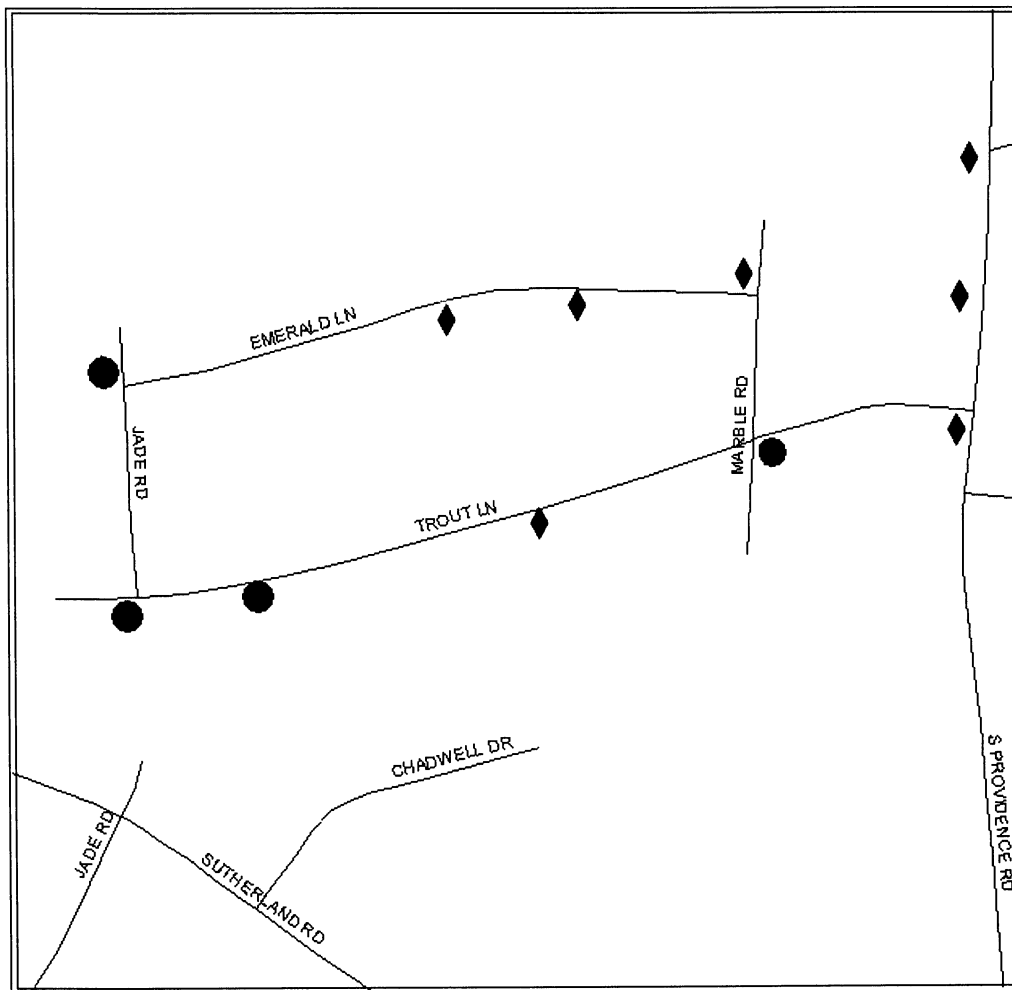
"These up-grades will bring all lights in the subdivision up to current standard and appearance."

Staff notes that Dominion Power has indicated that the cost of this upgrade is predicated on the work being performed "hot," i.e., with power to the installation enabled.

000059

Street Light Request Map

January 24, 2007



This map is a copyrighted product of the Chesterfield County GIS Office.

Street Light Legend

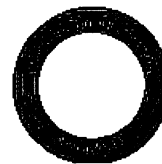
- ◆ existing light
- requested light

This map shows citizen requested streetlight installations in relation to existing streetlights.

Existing streetlight information was obtained from the Chesterfield County Environmental Engineering Department.



440 220 0 440 Feet



000060

STREETLIGHT REQUEST
Matoaca District

Request Received: June 12, 2006

Estimate Requested: June 6, 2006

Estimate Received: January 9, 2007

Days Estimate Outstanding: 686

NAME OF REQUESTOR: Pamela Cooper
ADDRESS: 11601 Second Branch Road
Chesterfield, VA 23838

REQUESTED LOCATION:

Second Branch Road, in the vicinity of 11601
Cost to install streetlight: \$32.00

POLICY CRITERIA:

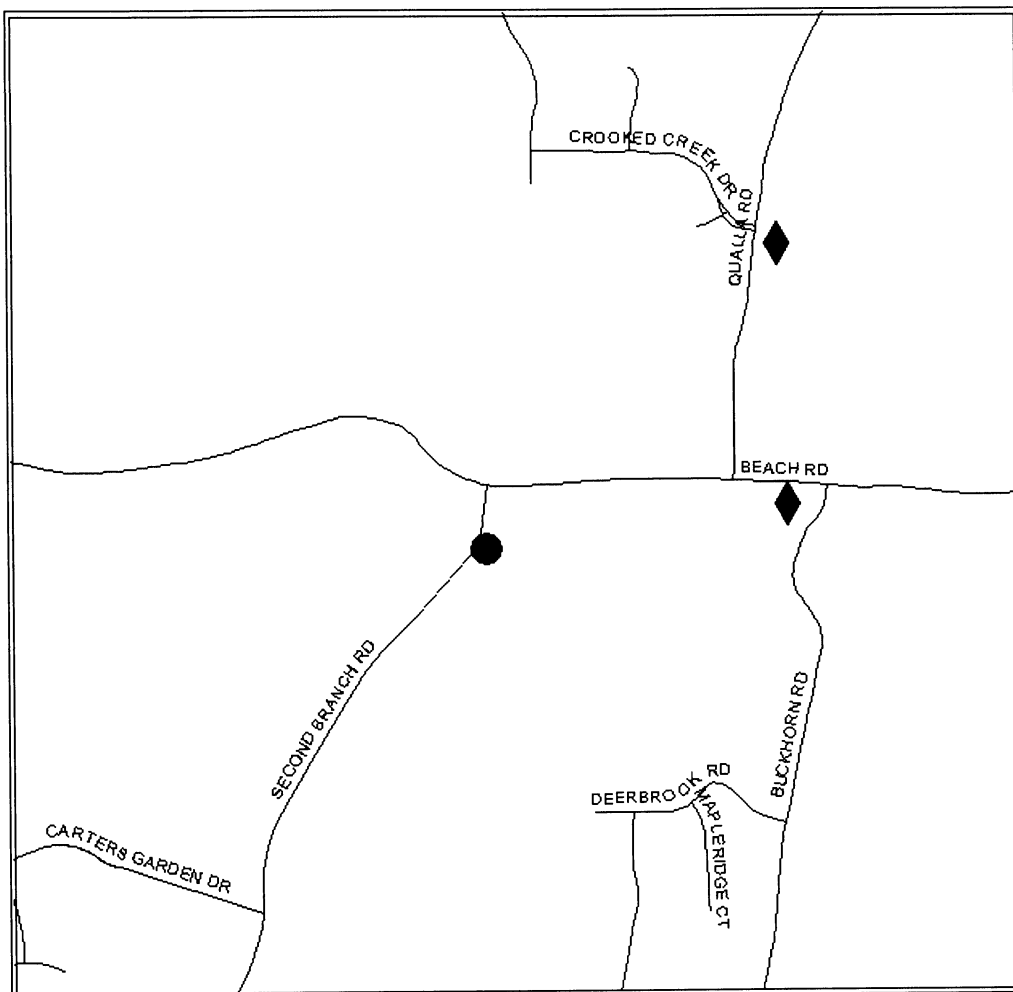
Intersection:	Not Qualified, location is not an intersection
Vehicles Per Day:	Qualified
Petition:	Qualified

Requestor Comments: "This light is requested for emergency crews to clearly see residence. Due to resident's health issues, emergency crews have recommended the streetlight. There are no other lights in the area."

000061

Street Light Request Map

January 24, 2007



This map is a copyrighted product of the Chesterfield County GIS Office.

Street Light Legend

- ◆ existing light
- requested light



This map shows citizen requested streetlight installations in relation to existing streetlights.

Existing streetlight information was obtained from the Chesterfield County Environmental Engineering Department.



1,500 750 0 1,500 Feet



000062



**CHESTERFIELD COUNTY
BOARD OF SUPERVISORS
AGENDA**

Page 1 of 1

Meeting Date: January 24, 2007

Item Number: 8.C.1.

Subject:

Nomination of Appointment to the Towing Advisory Board

County Administrator's Comments:

County Administrator: _____

LAB

Board Action Requested:

Nominate/Appoint members to serve on the Towing Advisory Board

Summary of Information:

The members of the Towing Advisory Board serve at the pleasure of the Board and have no set term limits. This is in accordance with the Code of Virginia §46.2-1217 adopted as County Ordinance, 1997, the (towing) advisory board shall include representatives of local law enforcement, towing and recovery operators, and the general public.

Colonel Baker has recommended that the Board nominate and appoint **Mr. Asbury Quillian** as the citizen representative on the Towing Advisory Board. Mr. Quillian will replace Mr. Doug Conner on the Board. Mr. Quillian meets all eligibility requirements to fill the vacancy and has indicated his willingness to serve.

Under the existing Rules of Procedure, appointments to boards and committees are nominated at one meeting and appointed at the subsequent meeting unless the Rules of Procedures are suspended by a unanimous vote of the Board members present. Nominees are voted on in the order in which they are nominated.

Preparer: Carl R. Baker

Title: Chief of Police

Attachments:

☐

Yes

☒

No

000063



**CHESTERFIELD COUNTY
BOARD OF SUPERVISORS
AGENDA**

Page 1 of 1

Meeting Date: January 24, 2007

Item Number: 8.C.2.

Subject:

Nominations/Appointments to the Youth Services Citizen Board

County Administrator's Comments:

JBR

County Administrator: _____

Board Action Requested:

Nominate/appoint members to serve on the Youth Services Citizen Board.

Summary of Information:

The purpose of the Youth Services Citizen Board (YSCB) is to advise the Board of Supervisors regarding planning and policies affecting youth development and to provide a community forum to focus on youth issues.

Dale District. Supervisor Miller recommends that the Board reappoint **Stephanie Tompkins**, an adult, to the Youth Services Citizen Board for a term beginning immediately through June 30, 2009. Ms. Tompkins meets all eligibility requirements to fill the vacancies and has indicated her willingness to serve.

Under existing Rules of Procedure, appointments to boards and committees are nominated at one meeting and appointed at the subsequent meeting unless the Rules of Procedure are suspended by a unanimous vote of the Board members present. Nominees are voted on in the order in which they are nominated.

Preparer: Jana D. Carter **Title:** Director, Juvenile Services

Attachments:

☐

Yes

☒

No

#

000064



**CHESTERFIELD COUNTY
BOARD OF SUPERVISORS
AGENDA**

Page 1 of 2

Meeting Date: January 24, 2007

Item Number: 8.D.1.

Subject:

Appropriation of Juvenile Accountability Block Grant Funds from the Department of Criminal Justice Services

County Administrator's Comments:

Recommend Approval

County Administrator: _____

JDC

Board Action Requested:

Authorize Human Services Administration to receive \$38,267 in Juvenile Accountability Block Grant (JABG) funds from the Department of Criminal Justice Services and authorize an increase in appropriations by \$38,267.

Summary of Information:

The Department of Criminal Justice services has allocated \$38,267 in JABG grant funds to Chesterfield County and the City of Colonial Heights. The JABG program is intended to address juvenile crime by promoting greater accountability in the juvenile justice system. A multi-disciplinary committee of the Community Criminal Justice Board develops the plan for the program.

The county will provide \$4,251 in local cash match for a total award of \$42,518.

Preparer: Jana D. Carter

Title: Director, Juvenile Services

Attachments:

☐

Yes

☒

No

000065



**CHESTERFIELD COUNTY
BOARD OF SUPERVISORS
AGENDA**

Page 2 of 2

Meeting Date: January 24, 2007

Budget and Management Comments:

This item requests authorization from the Board for acceptance and appropriation of \$38,267 in Juvenile Accountability Block Grant funds received from the Department of Criminal Justice Services.

The grant period is from January 1, 2007 through December 31, 2007, and must be renewed annually. The grant requires a \$4,251 local match. The local match has been identified from existing VJCCCA funds. No additional county funds will be necessary.

Preparer: Allan M. Carmody

Title: Director, Budget and Management

000066



**CHESTERFIELD COUNTY
BOARD OF SUPERVISORS
AGENDA**

Page 1 of 1

Meeting Date: January 24, 2007

Item Number: 8.D.2.a.

Subject:

Resolution Recognizing Ms. Martha Goodwin, Department of Mental Health Support Services, Upon Her Retirement

County Administrator's Comments:

County Administrator: _____ *MR*

Board Action Requested:

Adoption of the attached resolution.

Summary of Information:

The Board is requested to adopt by consent a Resolution recognizing Ms. Martha Goodwin on her retirement after 18 years of service with the Department of Mental Health Support Services.

Preparer: George E. Braunstein

Title: Executive Director
MH/MR/SA Department

Attachments:



Yes



No

#

000067

RECOGNIZING MS. MARTHA GOODWIN UPON HER RETIREMENT

WHEREAS, Ms. Martha Goodwin will retire on January 26, 2007 after eighteen years of dedicated and faithful service to Chesterfield County; and

WHEREAS, Ms. Goodwin began her career with the Chesterfield County Department of Mental Health Support Services on January 3, 1989 as a full time Senior Clerk Typist Receptionist and on December 31, 1994 as Senior Office Assistant; and

WHEREAS, Ms. Goodwin served on in-house committees such as the Health and Safety Committee and developed the physician data base for Chesterfield Infant Program day to day activities and Child Find; and

WHEREAS, Ms. Goodwin used her customer service skills to the best of her ability to meet the needs of consumers and staff; and

WHEREAS, Ms. Goodwin always displayed a positive, caring attitude, and an interest in accepting new projects and responsibilities; and

WHEREAS, Ms. Goodwin will be sorely missed for her commitment to providing quality customer service to Chesterfield's citizens.

NOW, THEREFORE BE IT RESOLVED that the Chesterfield County Board of Supervisors recognizes the contributions of Ms. Martha Goodwin, extends appreciation for her eighteen years of dedicated service to the county, and offers congratulations and best wishes for a long and happy retirement.



**CHESTERFIELD COUNTY
BOARD OF SUPERVISORS
AGENDA**

Page 1 of 1

Meeting Date: January 24, 2007

Item Number: 8.D.2.b.

Subject:

Resolution Recognizing Mrs. Susan B. Raines, Police Department, Upon Her Retirement

County Administrator's Comments:

County Administrator: _____

A handwritten signature, likely of the County Administrator, is written over the line.

Board Action Requested:

The adoption of the attached resolution.

Summary of Information:

Susan B. Raines retired from the Police Department after having provided 28 years of service to the citizens of Chesterfield County.

Preparer: _____ Colonel Carl R. Baker

Title: _____ Chief of Police

Attachments:



Yes



No

#

000069

RECOGNIZING MRS. SUSAN B. RAINES UPON HER RETIREMENT

WHEREAS, Mrs. Susan B. Raines began her public service with Chesterfield County as Kennelmaster in the Police Department on May 16, 1978 and has faithfully served the county for twenty-eight years; and

WHEREAS, Mrs. Raines has served the Police Department in the capacities of Kennelmaster and Animal Control Officer; and

WHEREAS, Mrs. Raines was selected as Animal Control Officer of the Year for the years 1988, 1990 and 1998; and

WHEREAS, by providing quality public service, Mrs. Raines has symbolized the type of employee Chesterfield County seeks; and

WHEREAS, Mrs. Raines has received a Certificate of Achievement for her cooperative attitude, teamwork, loyalty, and dedication to duty during the construction and renovation of the Animal Shelter; and

WHEREAS, Chesterfield County and the Board of Supervisors will miss Mrs. Raines' diligent service.

NOW, THEREFORE, BE IT RESOLVED that the Chesterfield County Board of Supervisors recognizes Mrs. Susan B. Raines and extends on behalf of its members and the citizens of Chesterfield County appreciation for her dedicated service to the county.



**CHESTERFIELD COUNTY
BOARD OF SUPERVISORS
AGENDA**

Page 1 of 1

Meeting Date: January 24, 2007

Item Number: 8.D.2.c.

Subject:

Resolution Recognizing Reverend Dr. Johnnie Fleming, Jr. for His Outstanding Service to the Community

County Administrator's Comments:

County Administrator: _____

A handwritten signature, likely "JBR", is written over the line for the County Administrator.

Board Action Requested:

Mr. King requests that the Board of Supervisors adopt this resolution recognizing Rev. Dr. Johnnie Fleming for his many years of service to his church, Chesterfield County and the region.

Summary of Information:

This resolution will recognize Rev. Dr. Johnnie Fleming for his many years of service to his church, Chesterfield County and the region.

Preparer: Donald J. Kappel

Title: Director, Public Affairs

Attachments:



Yes



No

#

000071

RECOGNIZING REVEREND DR. JOHNNIE FLEMING, JR. FOR HIS
OUTSTANDING SERVICE TO THE COMMUNITY

WHEREAS, Reverend Dr. Johnnie Fleming, Jr. is pastor of Second Baptist Church in Chester, Virginia; and

WHEREAS, on Sunday, January 21, 2007, Second Baptist Church celebrated 13 years of Reverend Fleming serving as the church's pastor; and

WHEREAS, Reverend Fleming and his wife, Clementine, and their family have been positive role models for the church and the community-at-large for many years; and

WHEREAS, Reverend Fleming graduated from Northwest High School in 1974 and then served in the U.S. Army, including service in Korea and West Germany; and

WHEREAS, Reverend Fleming served honorably in the U.S. Army for 20 years before retiring from military service; and

WHEREAS, Reverend Fleming served as pastor of the National Baptist Service in Grafenwohr, Germany from 1989-1990; and

WHEREAS, Reverend Fleming received his Associate degree in Applied Science from Central Texas College in 1996 and also received an Honorary Doctor of Divinity degree from Eastern North Carolina Theological Institute in July 2000; and

WHEREAS, since becoming pastor of Second Baptist Church in 1994, Reverend Fleming has shepherded the church through extensive growth and service to the community; and

WHEREAS, Reverend Fleming earned his Masters of Divinity degree from the Samuel Dewitt Proctor School of Theology at Virginia Union University in May 2006; and

WHEREAS, Reverend Fleming serves his community in many ways, including as chairman of the Chesterfield County Chaplain Association, as a Chesterfield County Police Department chaplain, as a board member on the Board of Social Services for Chesterfield County and the City of Colonial Heights, as a member of the Chester Ecumenical Committee and in numerous other capacities.

NOW, THEREFORE, BE IT RESOLVED that the Chesterfield County Board of Supervisors recognizes the significant contributions of Reverend Dr. Johnnie Fleming to the church, to Chesterfield County and to the region, expresses gratitude on behalf of all Chesterfield County residents for his outstanding service, and wishes Reverend Fleming and his family continued success, fulfillment and happiness.



**CHESTERFIELD COUNTY
BOARD OF SUPERVISORS
AGENDA**

Page 1 of 1

Meeting Date: January 24, 2007

Item Number: 8.D.3.

Subject: State Road Acceptance

County Administrator's Comments:

Recommend Approval

County Administrator: _____

ABR

Board Action Requested:

Summary of Information:

Bermuda: Brynmore
Greenham, Section 1
Ivyridge, Section B

Clover Hill: Southshore Pointe Drive

Matoaca: Carters Mill East
Clayborne Village, Section A
Clayborne Village, Section B
Clayborne Village, Section C

Midlothian: Founders Bridge, Section 4
Queens Grant at Riverdowns, Section 3
Tarrington, Section 4
Tarrington, Section 5

Preparer: Richard M. McElfish

Title: Director, Environmental Engineering

Attachments:



Yes



No

#

000073

TO: Board of Supervisors

FROM: Department of Environmental Engineering

SUBJECT: State Road Acceptance - BRYNMORE

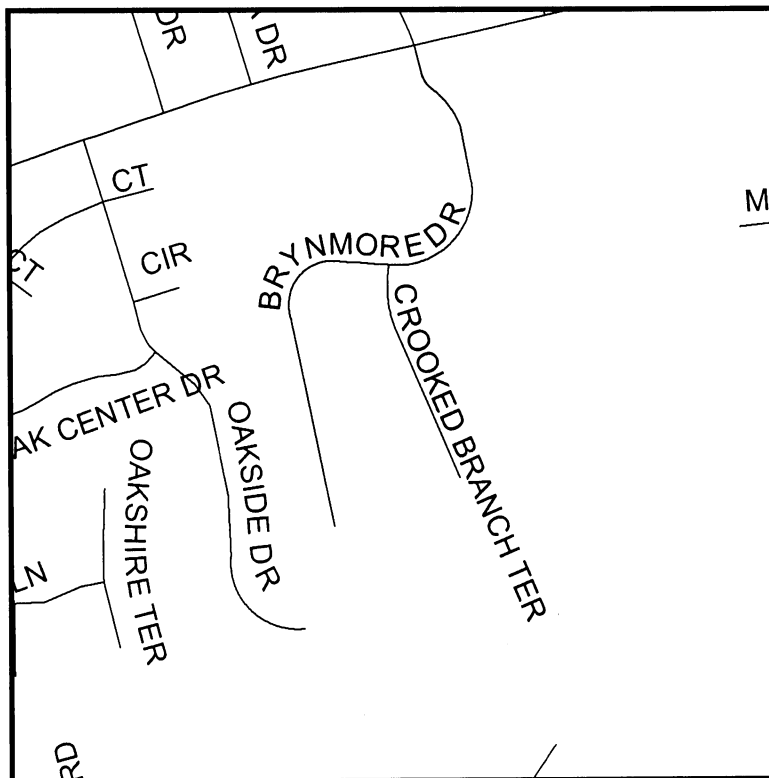
DISTRICT: BERMUDA

MEETING DATE: January 24, 2007

ROADS FOR CONSIDERATION:

**BRYNMORE DR
CROOKED BRANCH TER**

Vicinity Map: BRYNMORE



Produced By Chesterfield County GIS

0000'74

TO: Board of Supervisors

FROM: Department of Environmental Engineering

SUBJECT: State Road Acceptance - GREENHAM, SEC.1

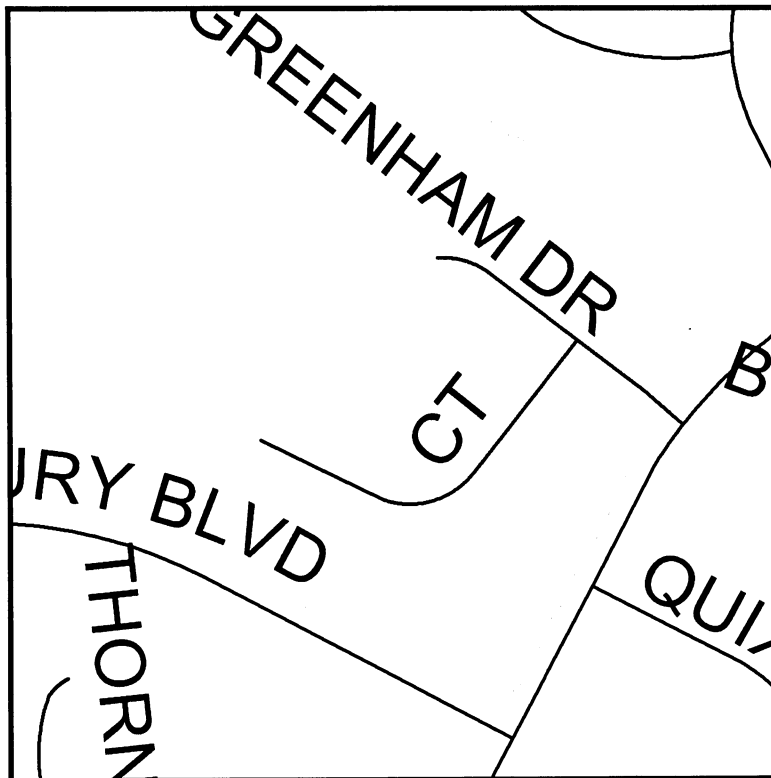
DISTRICT: BERMUDA

MEETING DATE: January 24, 2007

ROADS FOR CONSIDERATION:

GREENHAM CT
GREENHAM DR

Vicinity Map: GREENHAM, SEC.1



Produced By Chesterfield County GIS

000075

TO: Board of Supervisors

FROM: Department of Environmental Engineering

SUBJECT: State Road Acceptance - IVYRIDGE, SEC B

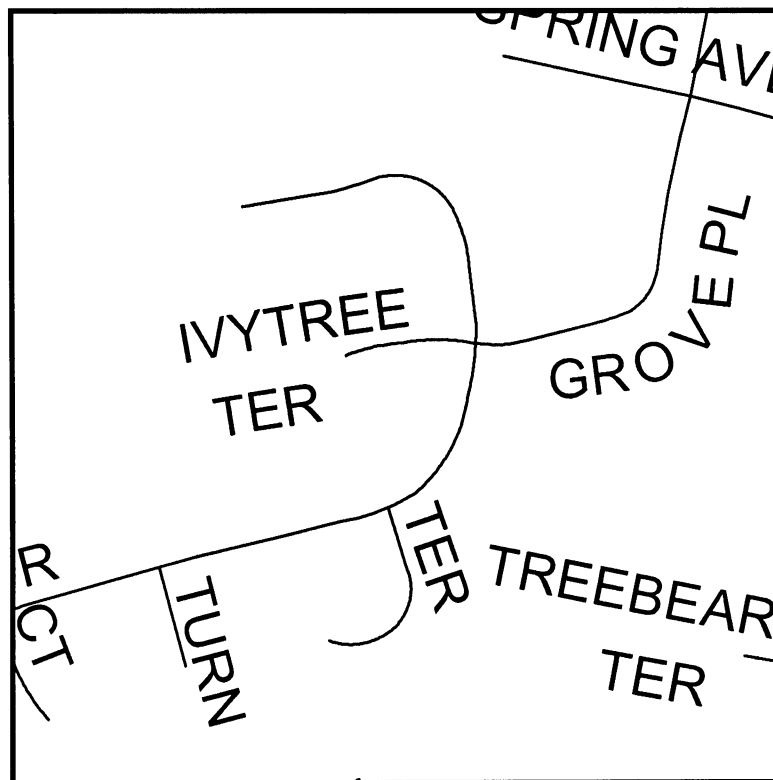
DISTRICT: BERMUDA

MEETING DATE: January 24, 2007

ROADS FOR CONSIDERATION:

GROVE PL
IVYRIDGE DR
IVYRIDGE TER
IVYTREE TER

Vicinity Map: IVYRIDGE, SEC B



Produced By Chesterfield County GIS

000076

TO: Board of Supervisors

FROM: Department of Environmental Engineering

SUBJECT: State Road Acceptance - Southshore Pointe Dr

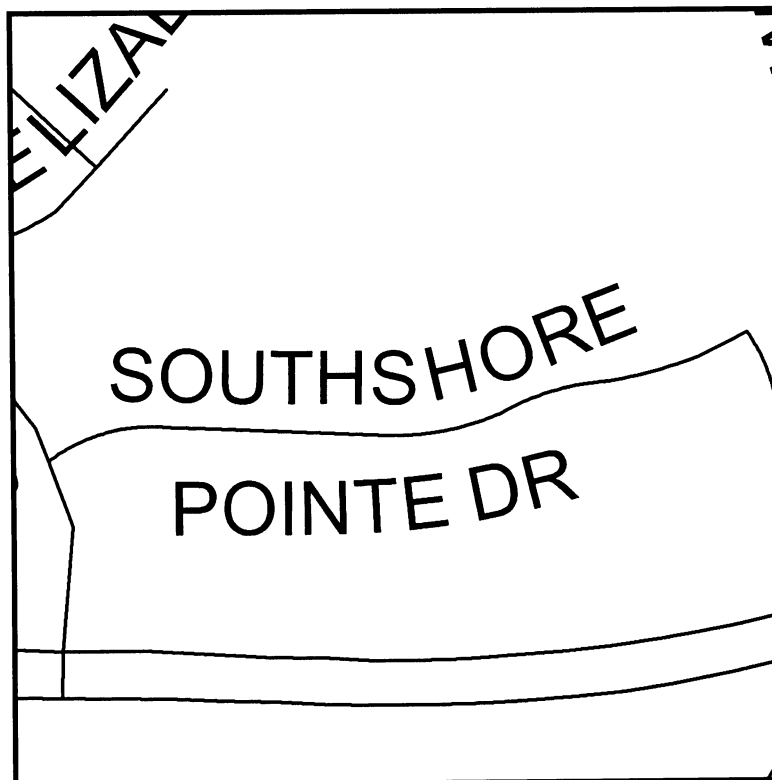
DISTRICT: CLOVER HILL

MEETING DATE: January 24, 2007

ROADS FOR CONSIDERATION:

SOUTHSHORE POINTE DR

Vicinity Map: Southshore Pointe Dr



Produced By Chesterfield County GIS

000077

TO: Board of Supervisors

FROM: Department of Environmental Engineering

SUBJECT: State Road Acceptance - CARTERS MILL EAST

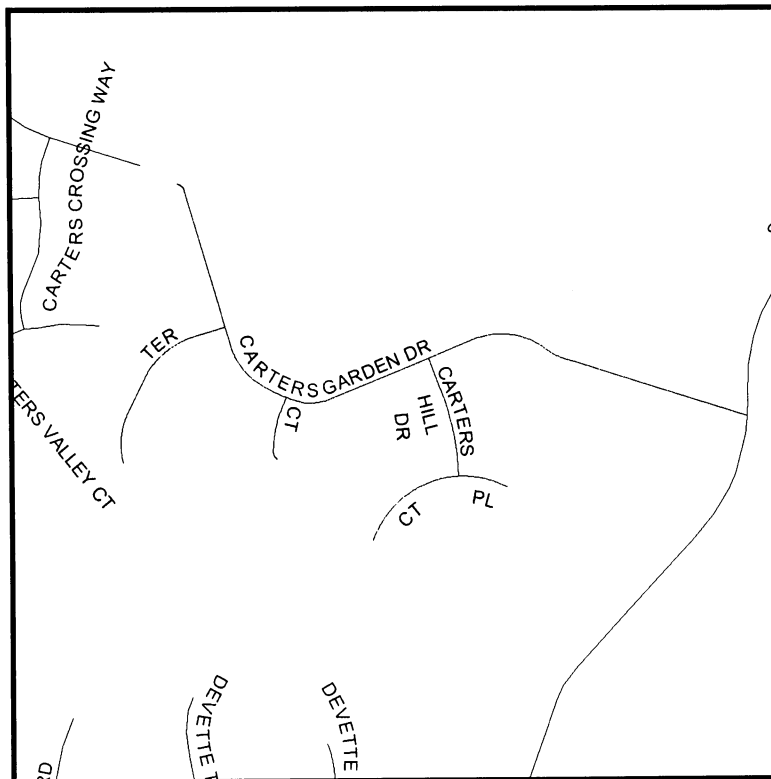
DISTRICT: MATOACA

MEETING DATE: January 24, 2007

ROADS FOR CONSIDERATION:

CARTERS GARDEN CT
CARTERS GARDEN DR
CARTERS GARDEN TER
CARTERS HILL CT
CARTERS HILL DR
CARTERS HILL PL

Vicinity Map: CARTERS MILL EAST



Produced By Chesterfield County GIS

000078

TO: Board of Supervisors

FROM: Department of Environmental Engineering

SUBJECT: State Road Acceptance - CLAYBORNE VILLAGE, SEC A

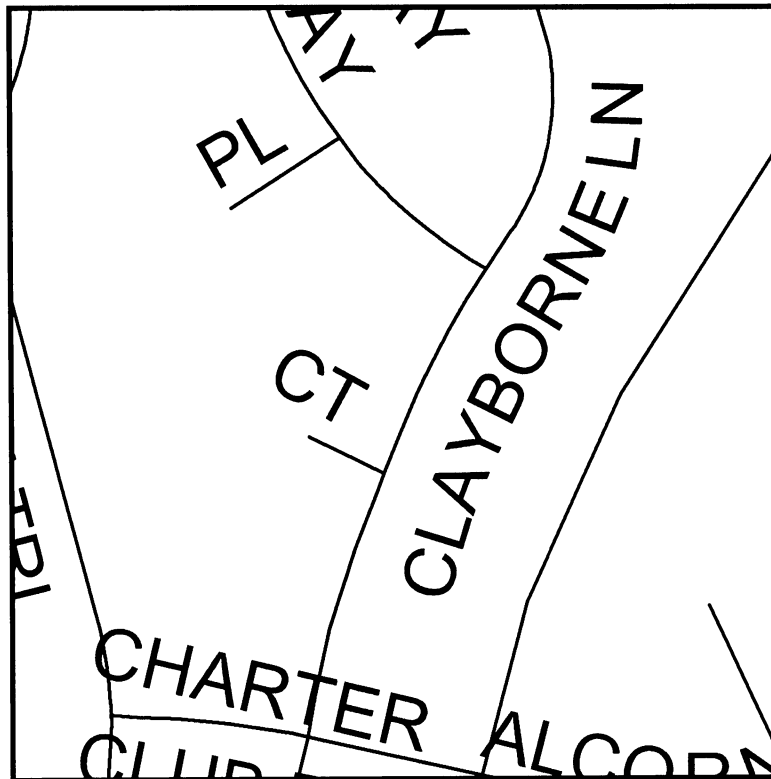
DISTRICT: MATOACA

MEETING DATE: January 24, 2007

ROADS FOR CONSIDERATION:

CLAYBORNE CT
CLAYBORNE LN
NICOLAY PL
NICOLAY WAY

Vicinity Map: CLAYBORNE VILLAGE, SEC A



Produced By Chesterfield County GIS

000079

TO: Board of Supervisors

FROM: Department of Environmental Engineering

SUBJECT: State Road Acceptance - CLAYBORNE VILLAGE, SEC B

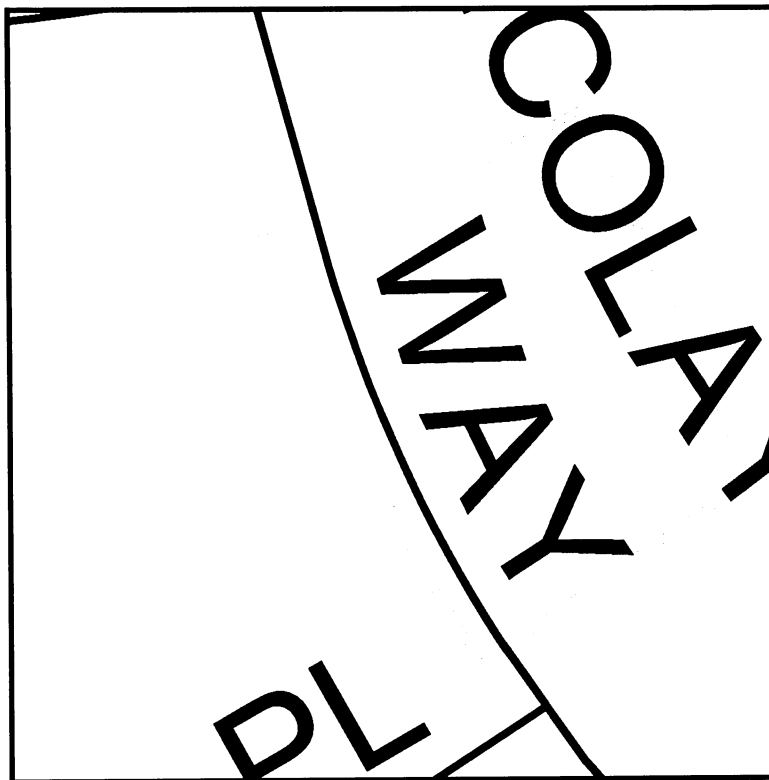
DISTRICT: MATOACA

MEETING DATE: January 24, 2007

ROADS FOR CONSIDERATION:

NICOLAY WAY

Vicinity Map: CLAYBORNE VILLAGE, SEC B



Produced By Chesterfield County GIS

000080

TO: Board of Supervisors

FROM: Department of Environmental Engineering

SUBJECT: State Road Acceptance - CLAYBORNE VILLAGE, SEC C

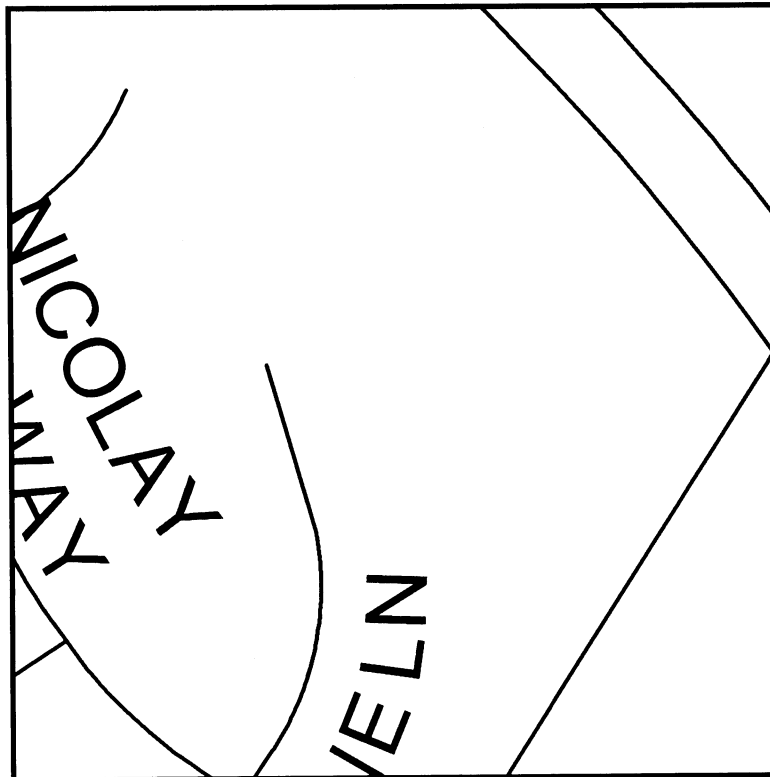
DISTRICT: MATOACA

MEETING DATE: January 24, 2007

ROADS FOR CONSIDERATION:

CLAYBORNE LN

Vicinity Map: CLAYBORNE VILLAGE, SEC C



Produced By Chesterfield County GIS

000081

TO: Board of Supervisors

FROM: Department of Environmental Engineering

SUBJECT: State Road Acceptance - FOUNDERS BRIDGE, SEC. 4

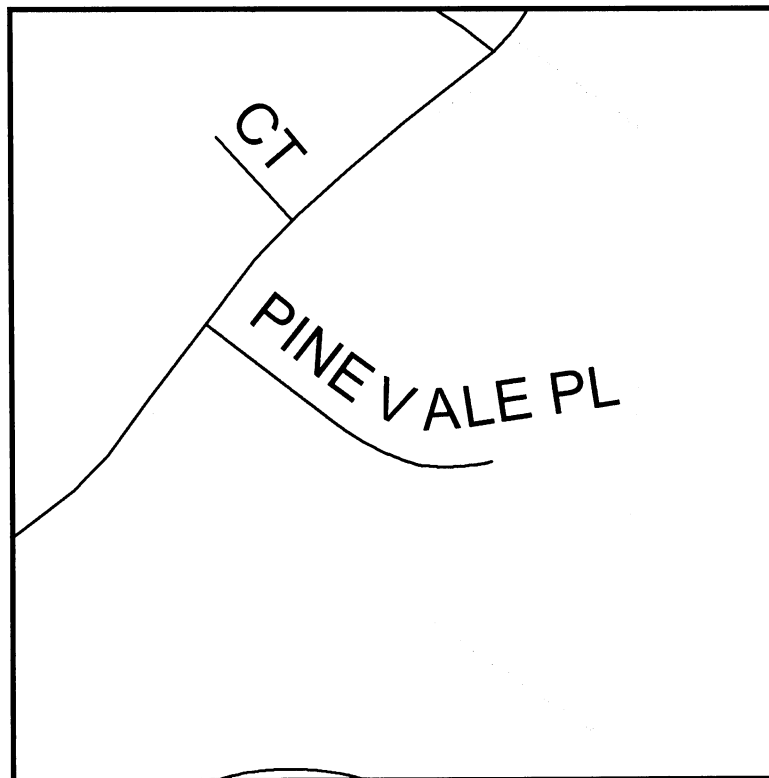
DISTRICT: MIDLOTHIAN

MEETING DATE: January 24, 2007

ROADS FOR CONSIDERATION:

PINE VALE PL

Vicinity Map: FOUNDERS BRIDGE, SEC. 4



Produced By Chesterfield County GIS

000082

TO: Board of Supervisors

FROM: Department of Environmental Engineering

SUBJECT: State Road Acceptance - QUEENS GRANT AT RIVERDOWNS, SEC 3

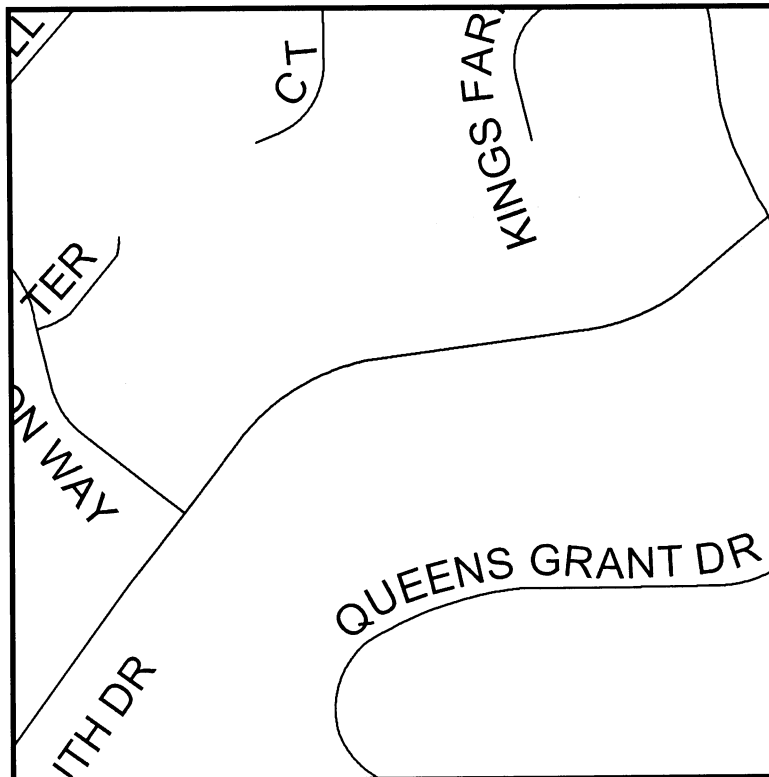
DISTRICT: MIDLOTHIAN

MEETING DATE: January 24, 2007

ROADS FOR CONSIDERATION:

**BREWTON WAY
RIVERDOWNS SOUTH DR**

Vicinity Map: QUEENS GRANT AT RIVERDOWNS, SEC 3



Produced By Chesterfield County GIS

000083

TO: Board of Supervisors

FROM: Department of Environmental Engineering

SUBJECT: State Road Acceptance - TARRINGTON, SEC 4

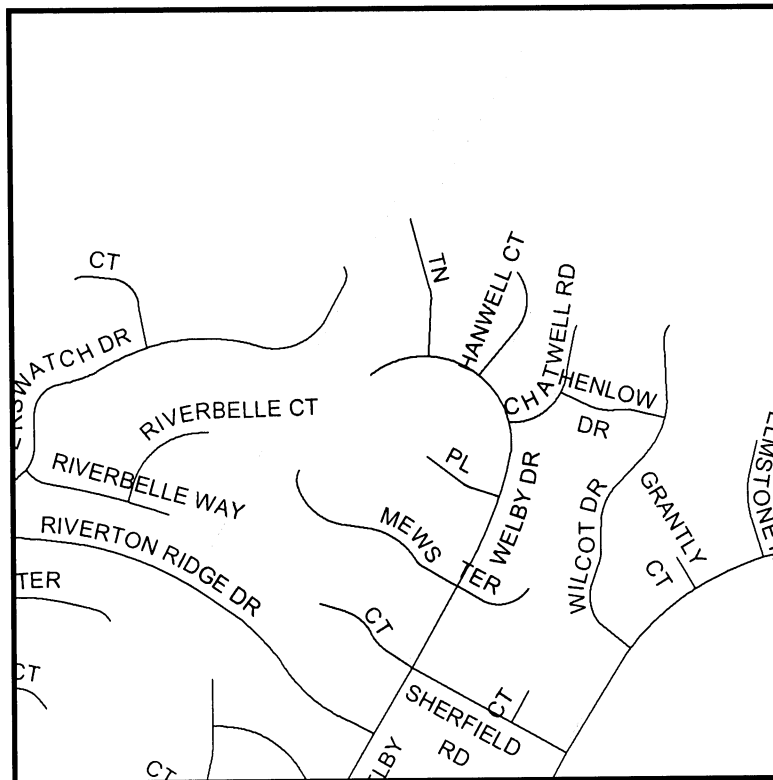
DISTRICT: MIDLOTHIAN

MEETING DATE: January 24, 2007

ROADS FOR CONSIDERATION:

CHATWELL RD
HANWELL CT
SHERFIELD CT
WELBY CT
WELBY DR
WELBY MEWS
WELBY PL
WELBY TER
WELBY TURN

Vicinity Map: TARRINGTON, SEC 4



Produced By Chesterfield County GIS

000084

TO: Board of Supervisors

FROM: Department of Environmental Engineering

SUBJECT: State Road Acceptance - TARRINGTON, SEC 5

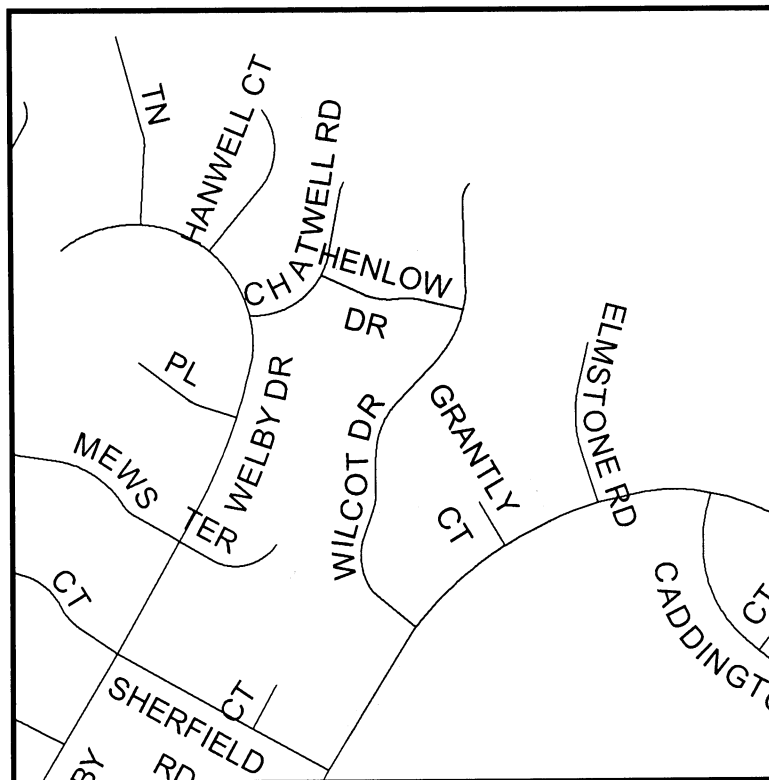
DISTRICT: MIDLOTHIAN

MEETING DATE: January 24, 2007

ROADS FOR CONSIDERATION:

ASHWELL DR
CHATWELL RD
GRANTLY CT
HENLOW DR
WILCOT DR

Vicinity Map: TARRINGTON, SEC 5



Produced By Chesterfield County GIS

000085



**CHESTERFIELD COUNTY
BOARD OF SUPERVISORS
AGENDA**

Page 1 of 2

Meeting Date: January 24, 2007

Item Number: 8.D.4.

Subject:

Award a Contract for the Construction a Turnkey Microwave Interconnecting Backbone, Alcatel USA Marketing Incorporated in the Amount of \$390,908.69

County Administrator's Comments:

Recommend Approval

County Administrator: _____

JHR

Board Action Requested:

Authorize the County Administrator to execute a contract with Alcatel USA Marketing Inc. on behalf of the UASI region in the amount of \$390,908.69 for the purchase and installation of two microwave spurs that will link Goochland and Hanover counties to the existing Capital Region microwave network, which includes Chesterfield, Richmond and Henrico. Money for the project is from the Urban Area Security Initiative (UASI) Grant. Chesterfield County is the lead agency for the regional UASI Grant to include all fiscal disbursements.

Summary of Information:

Alcatel USA Marketing Inc. submitted the low responsive and responsible bid to provide and install a turnkey interconnecting microwave backbone that will complete the connectivity for the UASI radio interoperability project. This project allows for the radio systems of Goochland and Hanover to be interconnected to the Capital Region 800 MHz radio system for major events or crisis. This is the last of many components required to implement this project. Through this project Chesterfield County will acquire transmit and receive capabilities on the national 800 mutual aid channels.

Preparer: Barbara H. Mayfield

Title: Director of Emergency Communications

Attachments:

☐

Yes

☒

No

000086



**CHESTERFIELD COUNTY
BOARD OF SUPERVISORS
AGENDA**

Page 2 of 2

Meeting Date: January 24, 2007

Budget and Management Comments:

This item requests that the Board approve a contract between Chesterfield County and Alcatel USA Marketing, Inc. in the amount of \$390,908.69 to purchase and install communications equipment. Funding is available in the Regional Urban Area Security Initiative Grant received in June of 2004. The Board approved the receipt and appropriation of the grant at a public hearing on October 13, 2004.

Preparer: Allan M. Carmody

Title: Director, Budget and Management

000087



**CHESTERFIELD COUNTY
BOARD OF SUPERVISORS
AGENDA**

Page 1 of 2

Meeting Date: January 24, 2007

Item Number: 8.D.5.

Subject:

Award of Construction Contract for County Project #05-0363, Graves Road Elevated Water Storage Tank Repairs and Painting to J and W of North Carolina, Incorporated

County Administrator's Comments:

Recommend Approval

County Administrator: _____

[Signature]

Board Action Requested: The Board of Supervisors is requested to award the construction contract to J&W of North Carolina, Inc. in the amount of \$618,588 and authorize the County Administrator to execute the necessary documents.

Summary of Information:

This project consists of repairing and repainting the Graves Road Elevated Water Storage Tank.

Staff received four (4) bids ranging from \$618,588 to \$957,782.70. The county's engineering consultant, Whitman, Requardt and Associates, LLP, has evaluated the bids and recommends award of the contract to the low bidder, J&W of North Carolina, Inc. in the amount of \$618,588.

Funds are available in the current CIP.

District: Matoaca

Preparer: George B. Hayes, P.E.

Title: Assistant Director of Utilities

Attachments:

☐

Yes

☒

No

#

000088



**CHESTERFIELD COUNTY
BOARD OF SUPERVISORS
AGENDA**

Page 1 of 2

Meeting Date: January 24, 2007

Item Number: 8.D.6.a.

Subject:

To Set a Public Hearing for February 14, 2007, to Consider Conveying an Option Agreement to Purchase 9.75 Acres of Property Located on Reykan Road in the Chesterfield County Industrial Airpark with Courthouse 3, LLC

County Administrator's Comments:

Recommend Approval

County Administrator: _____

[Signature]

Board Action Requested:

Staff recommends that the Board of Supervisors authorize the County Administrator to enter into the Option Agreement approved by the County Attorney for the remaining 9.75-acre parcel located on Reykan Road, exclusive of any wetlands, to Courthouse 3, LLC.

Summary of Information:

Courthouse 3, LLC has recently entered into a purchase agreement to purchase 3.25+/- acres and will construct a 20,000 square foot on a portion of this property. The Option Agreement is comprised of the remaining acreage - approximately 9.75 acres.

Economic Development proposes to sell Courthouse 3, LLC the remaining acres at \$57,600 per acre, exclusive of any wetlands. The Option Agreement will expire December 31, 2008. Staff recommends that the County Administrator be authorized to enter into the Option Agreement on terms approved by the County Attorney and set a Public Hearing for February 14, 2007 to consider this agreement.

Preparer: E. Wilson Davis, Jr.

Title: Director, Economic Development

Attachments:



Yes



No

000089



**CHESTERFIELD COUNTY
BOARD OF SUPERVISORS
AGENDA**

Page 2 of 2

Meeting Date: January 24, 2007

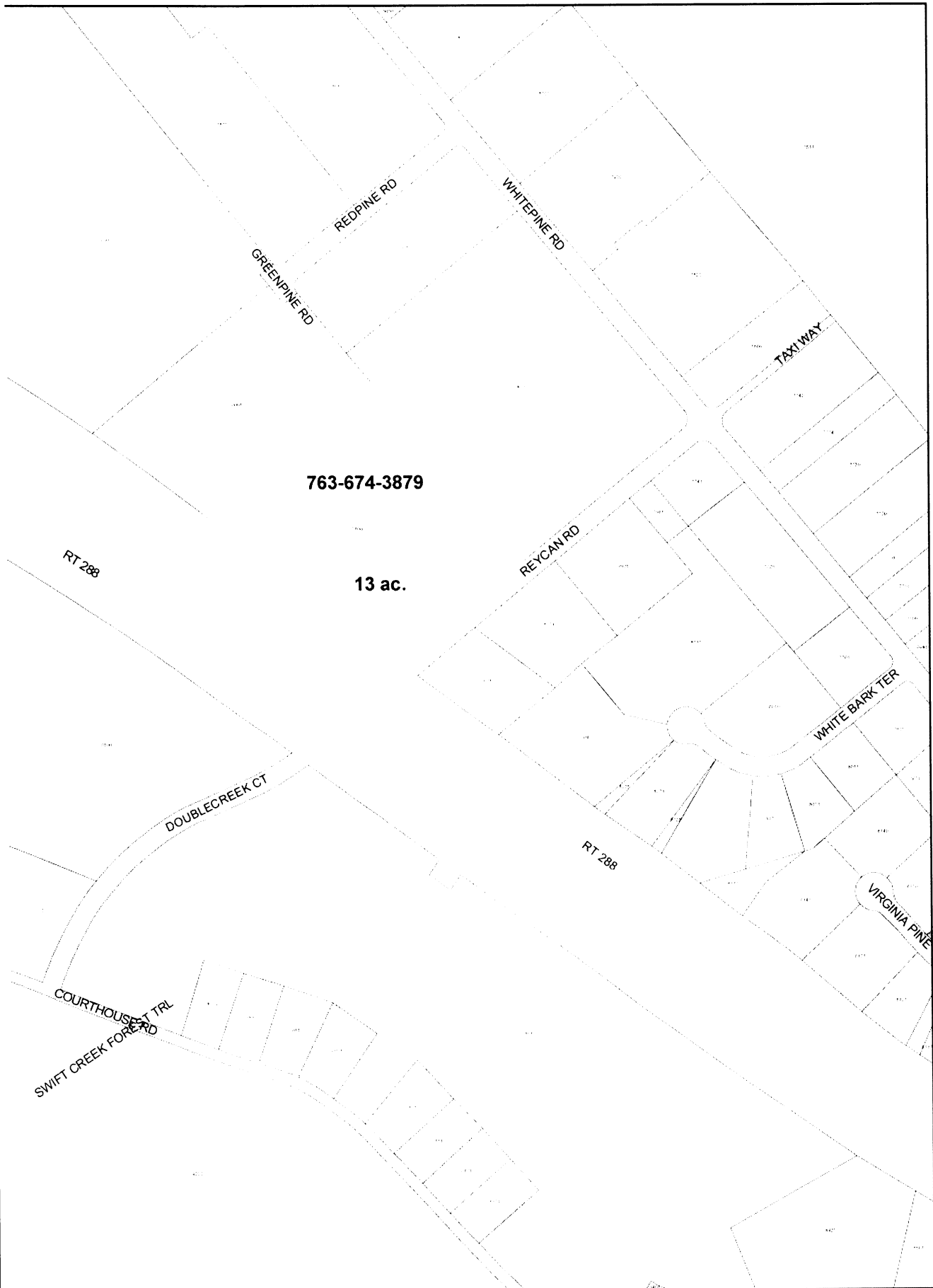
Budget and Management Comments:

This item requests that the Board of Supervisors authorize the County Administrator to enter into the Option Agreement approved by the County Attorney for the remaining 9.75-acre parcel located on Reycaan Road, exclusive of any wetlands, to Courthouse 3, LLC. If Courthouse 3, LLC, elected to purchase the parcel by December 31, 2008, the proceeds from the sale would be added to the Industrial Park reserve and would be available for appropriation for future economic development related projects.

Preparer: Allan M. Carmody

Title: Director, Budget and Management

000090



000001



**CHESTERFIELD COUNTY
BOARD OF SUPERVISORS
AGENDA**

Page 1 of 2

Meeting Date: January 24, 2007

Item Number: 8.D.6.b.

Subject:

Set Public Hearing to Consider Amendments to Chesterfield County Code §4-52 Regarding Rabies Inoculations for Dogs and Cats Transported into the County

County Administrator's Comments:

Recommend March 14

County Administrator: _____

[Signature]

Board Action Requested:

The Board is requested to set a public hearing for March 14, 2007, to consider amendments to Chesterfield County Code § 4-52 regarding rabies inoculations for dogs and cats transported into the County.

Summary of Information:

Chesterfield County Code § 4-52 requires any person transporting a dog or cat into the County from some other jurisdiction to have the dog or cat inoculated against rabies within thirty (30) days. A current rabies inoculation is also a prerequisite to the issuance of a County dog license by the Treasurer.

The Treasurer has noted that many citizens who move into the County already have a valid rabies certificate for their pet from a veterinarian in another jurisdiction. Most rabies inoculations are now effective for one to three years. Under a strict application of the current ordinance, these animals would need to be reinoculated. The amendments proposed would allow the Treasurer to recognize valid certificates showing that the inoculation is current.

Since the intent of the regulation is to ensure that dogs and cats are properly vaccinated whenever they are brought into the County, both the

Preparer: Steven L. Micas

Title: County Attorney
1305:74066.1(74067.1)

Attachments:



Yes



No

000092

**CHESTERFIELD COUNTY
BOARD OF SUPERVISORS
AGENDA**

Page 2 of 2

Animal Control Division and the Health Department agree that the thirty (30) day grace period in the current ordinance should be eliminated. The amended ordinance would require all dogs and cats brought into the County to have a current rabies inoculation.

The Board is requested to set a public hearing for March 14, 2007, to consider these amendments. A copy of the proposed ordinance is attached.

1305:74066.1(74067.1)

000093

AN ORDINANCE TO AMEND THE CODE OF THE COUNTY
OF CHESTERFIELD, 1997, AS AMENDED, BY AMENDING
AND RE-ENACTING SECTION 4-52 RELATING TO
RABIES INNOCULATIONS FOR DOGS AND CATS
TRANSPORTED INTO THE COUNTY

BE IT ORDAINED by the Board of Supervisors of Chesterfield County:

(1) *That Section 4-52 of the Code of the County of Chesterfield, 1997, as amended, is amended and re-enacted to read as follows:*

Sec. 4-52. Same--Dogs or cats transported into the county.

Any person transporting a dog or cat into the county from some other jurisdiction shall:

(a) have the dog or cat inoculated against rabies, as required by section 4-51, by a currently licensed veterinarian or licensed veterinary technician who is under the immediate and direct supervision of a licensed veterinarian on the premises, ~~within 30 days after the dog or cat is brought into the county, if the dog or cat is to be kept in the county more than 30 days~~ immediately upon entry into the County or (b) already possess a current rabies certificate showing that the dog or cat has been inoculated as set forth in paragraph (a) of this section. If imported from outside the United States, the applicable regulations of the United States Public Health Service shall be enforced.

(2) *That this ordinance shall become effective immediately upon adoption.*



**CHESTERFIELD COUNTY
BOARD OF SUPERVISORS
AGENDA**

Page 1 of 1

Meeting Date: January 24, 2007

Item Number: 8.D.7

Subject:

Acceptance of Parcels of Land Along Proposed Hamlin Creek Parkway from Mineola Land Development, L.L.C.

County Administrator's Comments:

County Administrator: _____

A handwritten signature, likely of the County Administrator, is written over the line.

Board Action Requested:

Accept the conveyance of two parcels of land containing a total of 0.039 acres along proposed Hamlin Creek Parkway from Mineola Land Development, L.L.C., and authorize the County Administrator to execute the deed.

Summary of Information:

Staff requests that the Board of Supervisors accept the conveyance of two parcels of land containing a total of 0.039 acres along proposed Hamlin Creek Parkway from Mineola Land Development, L.L.C. This dedication is for the development of Brooks Chapel, Section 1.

Approval is recommended.

District: Bermuda

Preparer: John W. Harmon

Title: Right of Way Manager

Attachments:



Yes

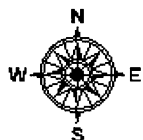
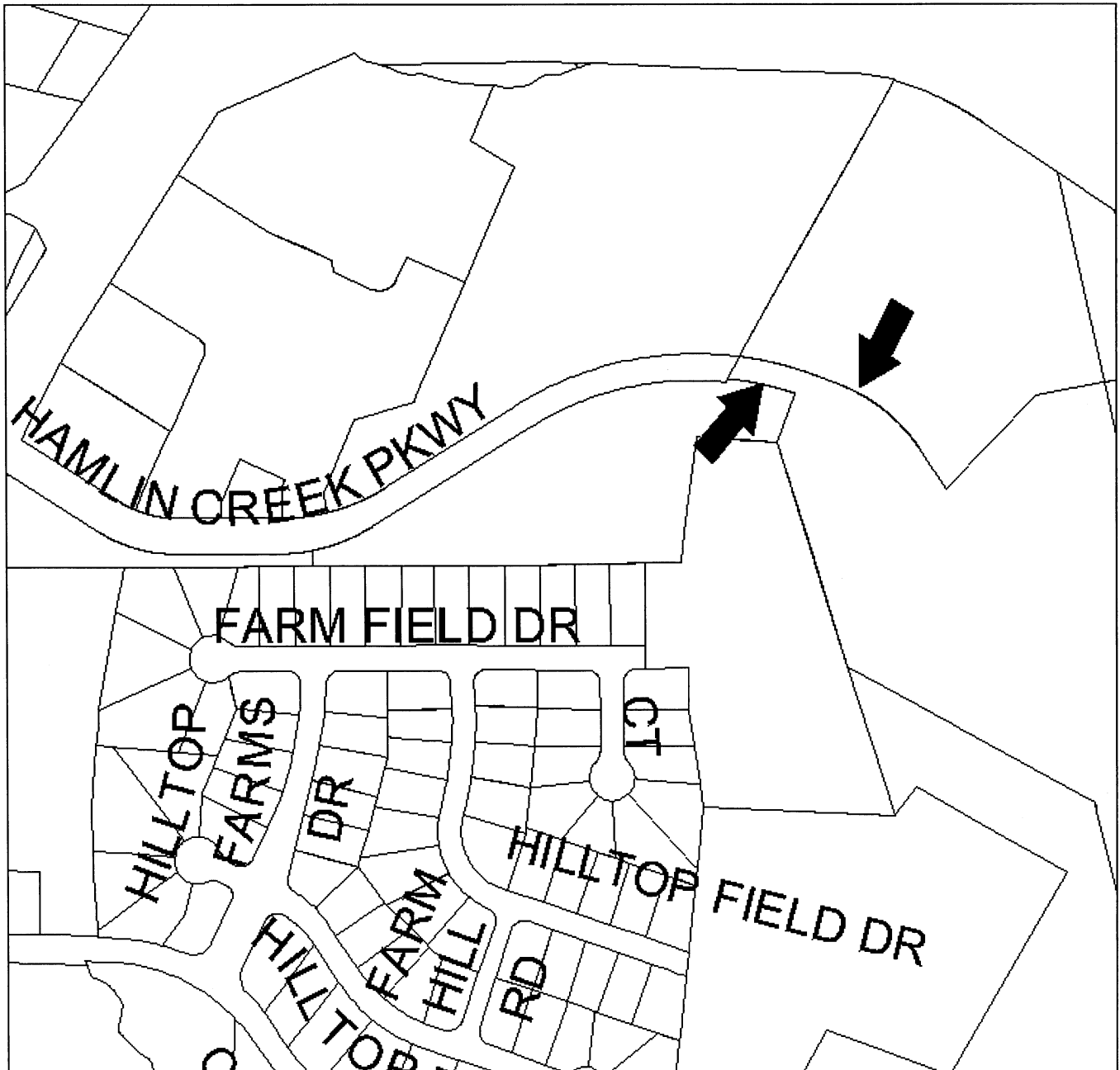


No

000095

VICINITY SKETCH

ACCEPTANCE OF PARCELS OF LAND ALONG
PROPOSED HAMLIN CREEK PARKWAY FROM
MINEOLA LAND DEVELOPMENT LLC

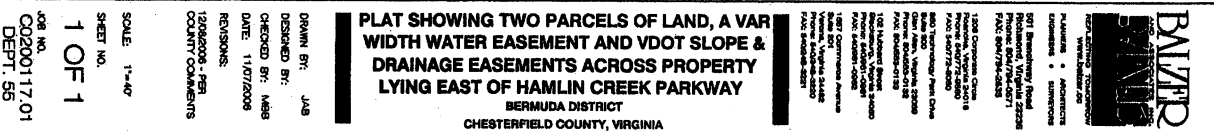


Chesterfield County Department of Utilities



1 inch equals 295.33 feet

000096





**CHESTERFIELD COUNTY
BOARD OF SUPERVISORS
AGENDA**

Page 1 of 2

Meeting Date: January 24, 2007

Item Number: 8.D.8.

Subject:

Acceptance of a Grant Awarded by the Virginia Department of Criminal Justice Services (DCJS) for the 2007 Criminal Justice Records Systems Improvement Grant

County Administrator's Comments:

Recommend Approval

County Administrator: _____

[Signature]

Board Action Requested:

Authorize the Police Department to accept the award from the Virginia Department of Criminal Justice Services, 2007 Criminal Justice Records Systems Improvement Grant in the amount of \$199,390, appropriate DCJS funds of \$149,543, transfer \$27,188 for the county's local match, and authorize the County Administrator to execute all documents.

Summary of Information:

The Chesterfield County Police Department has been awarded a grant from the Virginia Department of Criminal Justice Services, 2007 Criminal Justice Records System Improvement Grant Program. The funding will be used to support the multi-jurisdictional establishment of a data sharing network. The partnering agencies are the counties of Chesterfield, Hanover, Henrico, New Kent, and the City of Richmond. The grant requires a 25% match by each partner for their share of the expenses. Chesterfield will act as fiscal agent for the grant. While the total grant award is \$199,390, Chesterfield will only account for the \$149,543 in DCJS funds and its local match of \$27,188. The other localities will contribute and account for their local match totaling \$22,659. Chesterfield's match has been identified within the police department's operating budget.

Preparer: Colonel Carl R. Baker

Title: Chief of Police

Attachments:



Yes



No

#

000098



CHESTERFIELD COUNTY BOARD OF SUPERVISORS AGENDA

Page 2 of 2

Meeting Date: January 24, 2007

Budget and Management Comments:

This item requests that the Board accept and appropriate funds for a Virginia Department of Criminal Justice Services, Criminal Justice Records Systems Improvement Grant for the period January 1, 2007 through December 31, 2007. Below is a breakdown of the grant funding:

Funding from DCJS	\$149,543 (to appropriate)
Local match - Chesterfield	27,188 (to appropriate)
Local matches - other jurisdictions	22,659
 Total grant award	 \$199,390

The grant will be used to establish a multi-jurisdictional data sharing network. The county's local match is available within Police's operating budget.

Preparer: Allan Carmody

Title: Director, Budget and Management

000099



**CHESTERFIELD COUNTY
BOARD OF SUPERVISORS
AGENDA**

Page 1 of 1

Meeting Date: January 24, 2006 

Item Number: 8.D.9.

Subject:

Request Permission for a Retaining Wall and Fill to Encroach Within a Twenty-Foot Sewer Easement Across Lot 15, Founders Bridge, Section 2

County Administrator's Comments:

Recommend Approval

County Administrator: _____

LJR

Board Action Requested:

Grant Thomas D. Thayer and Lisa Thayer, permission for a retaining wall and fill to encroach within a 20' sewer easement across Lot 15, Founders Bridge, Section 2, subject to the execution of a license agreement.

Summary of Information:

Thomas D. Thayer and Lisa J. Thayer, have requested permission for a retaining wall and fill to encroach within a 20' sewer easement across Lot 15, Founders Bridge, Section 2. This request has been reviewed by staff and approval is recommended.

District: Midlothian

Preparer: John W. Harmon

Title: Right of Way Manager

Attachments:



Yes

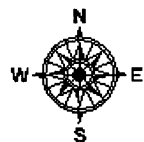
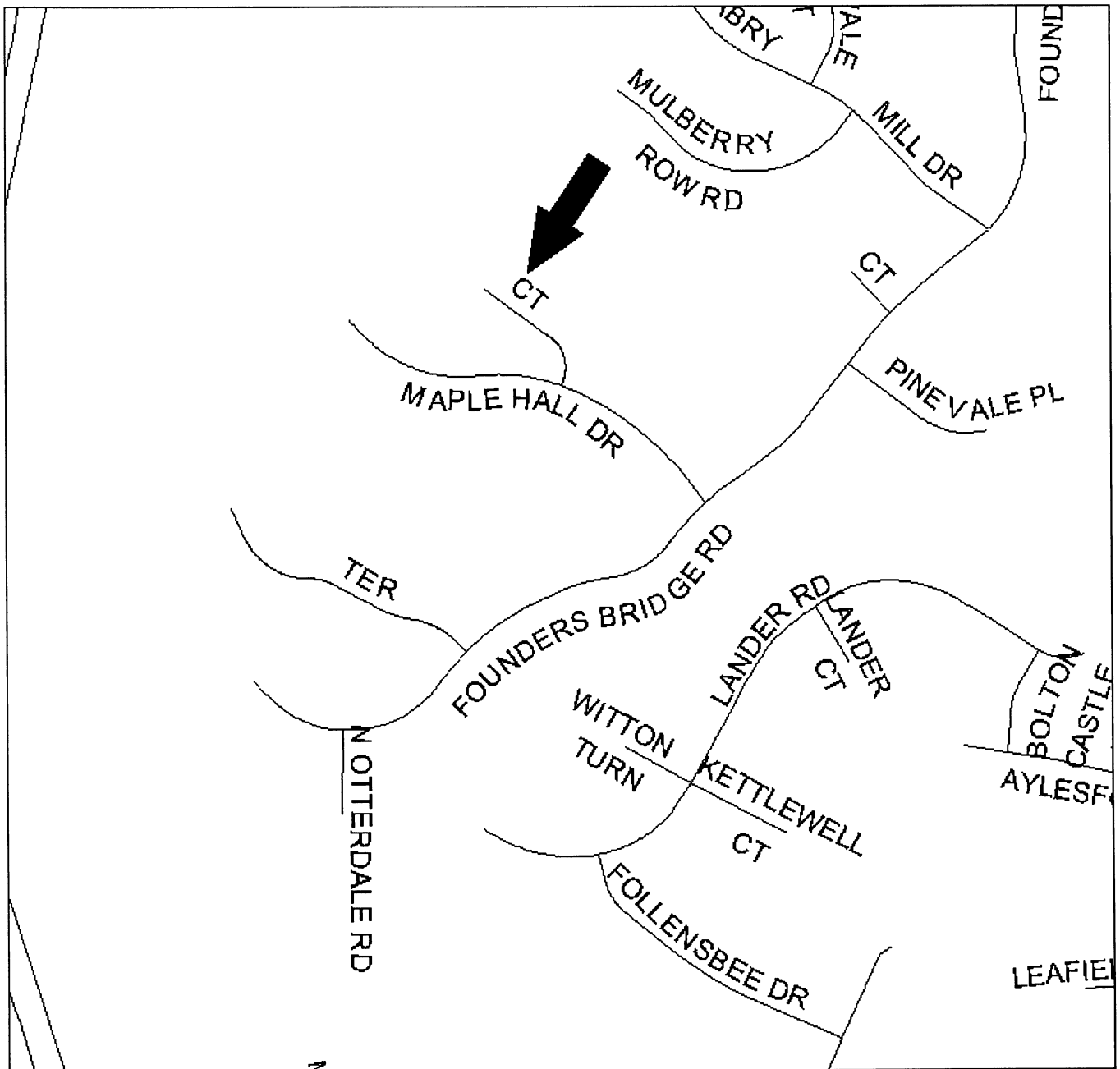


No

#000100

VICINITY SKETCH

REQUEST PERMISSION FOR A RETAINING WALL AND
FILL TO ENCROACH WITHIN A 20' SEWER EASEMENT
ACROSS LOT 15 FOUNDERS BRIDGE SECTION 2



Chesterfield County Department of Utilities



1 inch equals 500 feet

000101

[illegible]



**CHESTERFIELD COUNTY
BOARD OF SUPERVISORS
AGENDA**

Page 1 of 3

Meeting Date: January 24, 2007

Item Number: 8.D.10.

Subject:

Approval of Waiver and Election Resolution for the Issuance by the Appomattox River Water Authority of \$2,000,000 in Financing to Complete the Expansion of the Authority's Water Treatment Plant

County Administrator's Comments:

Recommend Approval

County Administrator: _____

SLR

Board Action Requested:

Approve attached Waiver and Election Resolution for the issuance by the Appomattox River Water Authority of \$2,000,000 in financing to complete the expansion of the Authority's water treatment plant.

Summary of Information:

The Appomattox River Water Authority ("ARWA") is an entity which supplies water to the County and four other jurisdictions. In 2002, ARWA issued a \$12,375,000 Water Revenue Bond to finance the expansion of the Authority's water treatment plant which is located in the County on Lake Chesdin. The County elected at that time to pay its portion of the expansion cost with its own funds rather than finance its share of the financing. An additional \$2,000,000 is needed to complete the expansion project and ARWA plans to issue additional bonds on January 31, 2007.

Pursuant to an agreement between ARWA and the five jurisdictions who are members of ARWA, ARWA is technically obligated to provide certain advance notice and documentation to each of the five jurisdictions prior to issuing additional bonds. Given the relatively small size of this financing, ARWA

Preparer: Steven L. Micas

Title: County Attorney
0425:74141.1

Attachments:



Yes



No

000103



**CHESTERFIELD COUNTY
BOARD OF SUPERVISORS
AGENDA**

Page 3 of 3

Meeting Date: January 24, 2007

Budget and Management Comments:

The Chesterfield County Utilities Department is responsible for 84% of the expenses related to the expansion of the Appomattox River Water Authority's water treatment plant. The Authority is financing this issuance over 10 years and localities will pay their proportionate share over those 10 years. If the Waiver and Election resolution are approved by the Board, funding is available to cover the Utilities Department's share of the costs related to the issuance of \$2,000,000 in financing.

Preparer: Allan M. Carmody

Title: Director, Budget and Management

000104

WAIVER AND ELECTION OF [PARTICIPATING JURISDICTION]

The _____ of _____, Virginia (the "Locality"), is one of the five localities, the others being [the County of Chesterfield, Virginia ("Chesterfield"), the City of Colonial Heights ("Colonial Heights"), the County of Dinwiddie, Virginia ("Dinwiddie"), the City of Petersburg, Virginia ("Petersburg"), and the County of Prince George, Virginia ("Prince George" and, collectively with Chesterfield, Colonial Heights Dinwiddie and Petersburg, the "Participating Jurisdictions")], which are both all members of the Appomattox River Water Authority ("ARWA") and parties to the Service Agreements dated August 28, 1964 between the Authority and Petersburg, September 8, 1964 between the Authority and Prince George, September 9, 1964 between the Authority and Chesterfield, September 9, 1964 between the Authority and Dinwiddie, and September 15, 1964 between the Authority and Colonial Heights (the "Original Service Agreements"), all as collectively amended by the Amendment to 1964 Service Agreements, dated December 20, 1982, the Modification Agreement, dated as of September 1, 1983, the Second Amendment to 1964 Service Agreements, dated August 15, 1986, and the Third Amendment to 1964 Service Agreements, dated September 4, 2001 (the "Third Amendment" and, collectively with the Original Service Agreements, the First Amendment, the Modification Agreement and the Second Amendment, the "Service Agreements").

Unless otherwise defined, each capitalized term used herein shall have the meaning given it in the Service Agreements.

ARWA is nearing the completion of the expansion and improvement of its water treatment plant (the "WTP Expansion Project," which is the same project as the "ARWA Water Treatment Plant Expansion Project" referred to in the MOU (as defined below)). ARWA has determined pursuant to the Service Agreements that the entire cost of the WTP Expansion Project consists of Future Expansion Costs.

On December 5, 2002, the Authority issued its \$12,375,000 Water Revenue Bond, Series 2002 (the "Series 2002 Bond"), to finance and refinance the shares of each Participating Jurisdiction (except Chesterfield's share) of the Future Expansion Costs of the WTP Expansion Project as was estimated at that time. Chesterfield elected to contribute its own funds to pay Chesterfield's share of such Future Expansion Costs pursuant to paragraph 2(a) of the Third Amendment and as set forth in the Memorandum of Understanding dated August 28, 2002 (the "MOU"), among ARWA, Chesterfield and SunTrust Bank.

Pursuant to a resolution adopted on December 21, 2006, the Authority intends to issue and sell its Water Revenue Bonds, Series 2007, in a principal amount of up to \$2,000,000 to pay certain costs related to and necessary to complete the WTP Expansion Project (the "Completion Project"). The Authority has determined (i) that all of the costs of the Completion Project are Future Expansion Costs and (ii) to issue and sell the Series 2007 Bonds as Additional Bonds on or before January 31, 2007.

Pursuant to paragraph 2(a) of the Third Amendment, the Authority is obligated to provide certain advance notice and documentation to each of the Participating Jurisdictions before the Authority may issue Additional Bonds to finance Future Expansion Costs.

In view of (i) the extensive documentation regarding the WTP Expansion Project that the Authority has provided to the Locality from the time the project was proposed, (ii) the relatively small principal amount of the Series 2007 Bonds and (iii) the desire to avoid budgetary disruption for either ARWA or the Locality, the Locality hereby waives the advance notice and documentation requirements of paragraph 2(a) of the Third Amendment and elects not to fund from its own funds its share of the Future Expansion Costs represented by the Completion Project.

Dated: January ____, 2007

[NAME OF PARTICIPATING JURISDICTION]

By: _____

Printed Name: _____

Title: _____

000106



**CHESTERFIELD COUNTY
BOARD OF SUPERVISORS
AGENDA**

Page 1 of 1

Meeting Date: January 24, 2007

Item Number: 8.D.11.a.

Subject:

Transfer of \$3,000 (\$1,500 Each) from the Dale and Bermuda District Improvement Funds to the Parks and Recreation Department to Defray the Costs Associated with Advertising the Falling Creek Ironworks in Association with the 400th Anniversary of Jamestown

County Administrator's Comments:

County Administrator: _____ *LB*

Board Action Requested:

The Board of Supervisors is requested to transfer \$3,000 (\$1,500 Each) from the Dale and Bermuda District Improvement Funds to the Parks and Recreation Department to defray the costs associated with advertising the Falling Creek Ironworks in association with the 400th anniversary of Jamestown.

Summary of Information:

Supervisor King has requested the Board to transfer \$3,000 (\$1,500 Each) from the Dale and Bermuda District Improvement Funds to pay a portion of the costs incurred by the Parks and Recreation Department to advertise through Public Service Announcements, brochures and flyers, the Falling Creek Ironworks. The purpose of this advertising is to participate in the 400th anniversary celebration activities with Jamestown. The Ironworks property is owned by the County and is part of the County park system. The Board is authorized to defray the cost incurred by the Parks and Recreation department to conduct a park program on park property.

For information regarding available balances in the District Improvement Fund accounts, please reference the District Improvement Fund Report.

Preparer: Allan Carmody

Title: Director Budget and Management
0425:74099.1

Attachments:



Yes



No

000107

DISTRICT IMPROVEMENT FUNDS APPLICATION

This application must be completed and signed before the County can consider a request for funding with District Improvement Funds. Completing and signing this form does not mean that you will receive funding or that the County can legally consider your request. Virginia law places substantial restrictions on the authority of the County to give public funds, such as District Improvement Funds, to private persons or organizations and these restrictions may preclude the County's Board of Supervisors from even considering your request.

1. What is the name of the applicant (person or organization) making this funding request?

Falling Creek Ironworks Foundation

2. If an organization is the applicant, what is the nature and purpose of the organization? (Also attach organization's most recent articles of incorporation and/or bylaws to application.)

To preserve and interpret the first American Ironworks in North America and help revitalize a portion of the Jefferson Davis Highway.

3. What is the amount of funding you are seeking?

\$3,000.00 (The Foundation has almost \$4,000.00 in our account of which we will match whatever we receive from District Improvement Funds.)

4. Describe in detail the funding request and how the money, if approved, will be spent.

This money will be spent for the publicity and marketing of the Falling Creek Ironworks site next year. Working with the Heritage Alliance group, we plan to celebrate the 400th anniversary of Jamestown and Chesterfield with a much larger presence than we have in the past. This will include PSA's, brochures, flyers and hopefully a special program to commemorate the destruction of the Ironworks in 1622.

5. Is any County Department involved in the project, event or program for which you are seeking funds?

Parks and Recreation and the Heritage Alliance group.

6. If this request for funding will not fully fund your activity or program, what other individuals or organizations will provide the remainder of the funding?

The Jefferson Davis Association, civic associations and volunteer contributions.

7. If applicant is an organization, answer the following:

Is the organization a corporation?	Yes
Is the organization non-profit?	Yes
Is the organization tax-exempt? (EIN# 46-0485868)	Yes

8. What is the address of the applicant making this funding request?

Bryan H. Walker
12100 Second Branch Road
Chesterfield, VA 23838

9. What is the telephone number, fax number, e-mail address of the applicant?

(804)639-6688

Signature of applicant. If you are signing on behalf of an organization, you must be the President, vice-president, chairman/director or vice-chairman of the organization.

Bryan H. Walker
Signature

President
Title (if signing on behalf of an organization)

BRYAN H. WALKER
Printed Name

3-10-06
Date



**CHESTERFIELD COUNTY
BOARD OF SUPERVISORS
AGENDA**

Page 1 of 1

Meeting Date: January 24, 2007

Item Number: 8.D.11.b.

Subject:

Transfer a Total of \$10,000 (\$2,000 Each) From the Dale, Matoaca, Clover Hill, Midlothian and Bermuda District Improvement Funds to the Chesterfield County School Board to Renovate the Kitchen Facilities at the Watkins Annex School

County Administrator's Comments:

County Administrator: _____ 

Board Action Requested:

Transfer a total of \$10,000 (\$2,000 each) from the Dale, Matoaca, Clover Hill, Midlothian and Bermuda District Improvement Funds to the Chesterfield County School Board to renovate the kitchen facilities at the Watkins Annex School.

Summary of Information:

The Board has been requested to transfer \$10,000 (\$2,000 each) from the Dale, Matoaca, Clover Hill, Midlothian and Bermuda District Improvement Funds to the Chesterfield County School Board to renovate the kitchen facilities at the Watkins Annex School. This request was originally made by the Lifelong Learning Institute for Chesterfield ("LLI"). The Board is not authorized to give public funds to organizations like the Learning Institute. The Board can, however, transfer funds to the School Board to renovate and make improvements to the school building since these are capital improvements to County property. The purchase of items must be made by the School Board itself in accordance with the Virginia Public Procurement Act and County purchasing policies.

For information regarding available balances in the District Improvement Fund accounts, please reference the District Improvement Fund Report.

Preparer: Allan Carmody

Title: Director, Budget and Management
0425:74101.1

Attachments:



Yes



No

#

000110

DISTRICT IMPROVEMENT FUNDS APPLICATION

This application must be completed and signed before the County can consider a request for funding with District Improvement Funds. Completing and signing this form does not mean that you will receive funding or that the County can legally consider your request. Virginia law places substantial restrictions on the authority of the County to give public funds, such as District Improvement Funds, to private persons or organizations and these restrictions may preclude the County's Board of Supervisors from even considering your request.

1. What is the name of the applicant
(person or organization) making this funding
request?

Lifelong Learning Institute of Chesterfield, VA

- 2 If an organization is the applicant, what is
the nature and purpose of the organization?
(Also attach organization's most recent
articles of incorporation and/or bylaws to
application.)

The Lifelong Learning Institute is a membership, fee-based community organization dedicated to meeting the lifetime learning interests of citizens aged 50 and over. All teachers, except for the two fitness instructors, serve without compensation. Educational programs cover a wide range of topics and fitness and social activities offer members opportunities to socialize and network. Please see the attached Articles of Incorporation and Bylaws.

3. What is the amount of funding you are
seeking?

\$10,000

4. Describe in detail the funding request and
how the money, if approved, will be spent.

LLI will use the requested funds to renovate the kitchen in the former Watkins Elementary School (now referred to as the Watkins Annex) and bring it up to county code standards. The existing kitchen, which has not been used in conjunction with a school cafeteria or other purposes for approximately 20 years, is insufficient to handle the Institute's functions. Parts of the kitchen are original, dating to 1951 when the building was constructed. The electrical wiring is outdated and inadequate to handle current appliances, the water from the sink faucet is rusty, the steam table

is unusable, there is no stove, the paint and walls are peeling, and some cabinets and countertops are broken and unusable.

An updated kitchen will provide a clean, safe, operative space for preparing and serving refreshments (a vital part of LLI functions always includes refreshments), preparing for both potluck and catered luncheons, as well as a space for teaching cooking classes such as "Cooking for Singles," "Healthy Cooking," "Cooking for Special Needs" such as diabetics, gluten intolerance, etc.

LLI, as a partner with Chesterfield County government and Chesterfield County Public Schools, will use county contracts and employees for completing the work. Requested funds will cover costs for:

- * Electrical rewiring
- * Installation of new kitchen cabinets and stainless steel countertops
- * Wall repair and painting
- * Purchase of an electric stove with oven
- * Repair of steam table
- * Ascertaining problem with water source and repairing

Recently the school system installed a new roof and new tile flooring throughout the building, and updated numerous systems. Several civic organizations and volunteers have painted the inside of the building and donated furnishings. The remaining issue is making certain that the kitchen meets all code requirements so that LLI can safely use the kitchen to meet the needs of the members.

5. Is any County Department involved in the project, event or program for which you are seeking funds?

Chesterfield County Government is a founding member of the Lifelong Learning Institute.

6. If this request for funding will not fully fund your activity or program, what other individuals or organizations will provide the remainder of the funding?

We anticipate that these funds will complete the kitchen renovation.

7. If applicant is an organization, answer the following:

000112

Is the organization a corporation?	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
Is the organization non-profit?	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
Is the organization tax-exempt?	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>

8. What is the address of the applicant making this funding request?
Lifelong Learning Institute
Debbie Leidheiser, Executive Director
P. O. Box 1090
Midlothian, VA 23113

9. What is the telephone number; fax number, e-mail address of the applicant?
Phone: 804-378-2527; Fax: 804-897-1649;
Email: info@llichesterfield.org - email; Web Site: www.llichesterfield.org

Signature of applicant. If you are signing on behalf of an organization you must be the president, vice-president, chairman/director or vice-chairman of the organization.

Martha J. Frickert

Signature

President

Title (if signing on behalf of an organization)

Martha J. Frickert

Printed Name

11/29/06

Date

000113



**CHESTERFIELD COUNTY
BOARD OF SUPERVISORS
AGENDA**


Page 1 of 1

Meeting Date: January 24, 2007

Item Number: 9.A.

Subject: Developer Water and Sewer Contracts

County Administrator's Comments:

County Administrator: _____ 

Board Action Requested: The Board of Supervisors has authorized the County Administrator to execute water and/or sewer contracts between County and Developer where there are no County funds involved.

The report is submitted to Board members as information.

Summary of Information:

The following water contract was executed by the County Administrator:

1. Contract Number: 06-0189
Project Name: Wachovia - Amberleigh Financial Center
Developer: Wachovia Bank NA
Contractor: Gleghorn Excavating Incorporated
Contract Amount: Water Improvements - \$15,250.00
District: Clover Hill

Preparer: J. Edward Beck, Jr.

Title: Assistant Director of Utilities

Attachments:

☐

Yes

☒

No

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000114



**CHESTERFIELD COUNTY
BOARD OF SUPERVISORS
AGENDA**

Page 1 of 1

Meeting Date: January 24, 2007

Item Number: 9.B.

Subject:

Status of General Fund Balance, Reserve for Future Capital Projects,
District Improvement Fund, and Lease Purchases

County Administrator's Comments:

County Administrator: _____ *LB*

Board Action Requested:

Summary of Information:

Preparer: _____ Lane B. Ramsey

Title: _____ County Administrator

Attachments:



Yes



No

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000115

CHESTERFIELD COUNTY
UNDESIGNATED GENERAL FUND BALANCE
January 24, 2007

BOARD MEETING DATE	DESCRIPTION	AMOUNT	BALANCE
07/01/06	FY2007 Actual Beginning Fund Balance		\$71,444,555
11/21/06	Designate for potential tax rate reduction, half-year 2007	(5,500,000)	\$65,944,555
11/21/06 12/13/06	Designation for Schools use in FY2007: security and safety upgrades at middle and elementary schools	(2,700,000)	\$63,244,555
11/21/06 12/13/06	Designation for Schools use in Fy2007 for non-recurring costs: bus and vehicle replacements	(2,300,000)	\$60,944,555
11/21/06	Designation for Schools use in FY2008: capital projects	(4,184,979)	\$56,759,576
11/21/06	Designation for county use in FY2008: County capital bond	(5,000,000)	\$51,759,576
11/21/06	Designation for county use in FY2008: non-recurring operating budget costs	(1,815,021)	49,944,555
11/21/06	Projected Undesignated Fund Balance through FY2008		49,944,554

*Includes \$4.5 million addition to Fund Balance from FY2006 results of operations.

**CHESTERFIELD COUNTY
RESERVE FOR FUTURE CAPITAL PROJECTS
TRADITIONALLY FUNDED BY DEBT**

January 24, 2007

Board Meeting Date	Description	Amount	Balance
FOR FISCAL YEAR 2007 BEGINNING JULY 1, 2006			
4/12/2006	FY07 Budgeted Addition	9,994,100	11,763,698
4/12/2006	FY07 Capital Projects	(9,261,900)	2,501,798
8/23/2006	Elevator modernization in five-story Administration Bldg.	(150,000)	2,351,798
10/11/2006	Henricus Historical Park Improvements	(70,000)	2,281,798
10/11/2006	Falling Creek Park - North: land acquisition	(41,000)	2,240,798
10/11/2006	Falling Creek Park - North: land acquisition	(305,000)	1,935,798
12/13/2006	Matoaca Park bid awarded; return funds	305,000	2,240,798
11/8/2006	Eppington Plantation parking and road construction improvements	(110,000)	2,130,798
11/21/2006	Return unused funds from J&DR Courthouse projects from April 4, 2001	25,000	2,155,798
11/21/2006	Return unused RMA Diamond payment budgeted in FY2006	100,000	2,255,798
12/13/2006	Meadowdale Library construction	(300,000)	1,955,798

000117

CHESTERFIELD COUNTY
DISTRICT IMPROVEMENT FUNDS
January 24, 2007

<u>District</u>	<u>Prior Years Carry Over</u>	<u>FY2007 Appropriation</u>	<u>Funds Used Year to Date</u>	<u>Items on 1/24 Agenda</u>	<u>Balance Pending Board Approval</u>
Bermuda	\$38,271	\$48,500	\$17,926	\$3,501	\$65,343
Clover Hill	61,356	48,500	7,739	5,710	96,408
Dale	53,897	48,500	13,700	3,500	85,197
Matoaca	78,732	48,500	35,648	2,032	89,552
Midlothian	26,800	48,500	14,027	2,000	59,273
County Wide	-	13,500	0	-	13,500

000118

Prepared by
Accounting Department
December 31, 2006

SCHEDULE OF CAPITALIZED LEASE PURCHASES

APPROVED AND EXECUTED

<u>Date Began</u>	<u>Description</u>	<u>Original Amount</u>	<u>Date Ends</u>	<u>Outstanding Balance 12/31/06</u>
04/99	Public Facility Lease – Juvenile Courts Project	\$16,100,000	11/19	\$10,465,000
01/01	Certificates of Participation - Building Construction, Expansion and Renovation; Acquisition/Installation of Systems	13,725,000	11/21	9,125,000
03/03	Certificates of Participation – Building Construction, Expansion and Renovation	6,100,000	11/23	5,140,000
03/04	Certificates of Participation – Building Construction, Expansion and Renovation; Acquisition/Installation of Systems	21,970,000	11/24	19,690,000
10/04	Cloverleaf Mall Redevelopment Project	9,225,000	10/08	9,225,000
11/04	School Archival/Retrieval System Lease	21,639	01/08	8,502
12/04	Energy Improvements at County Facilities	1,519,567	12/17	1,429,916
12/04	Energy Improvements at School Facilities	427,633	12/10	347,871
05/05	Certificates of Participation – Building Acquisition, Construction, Installation, Furnishing and Equipping; Acquisition/Installation of Systems	14,495,000	11/24	13,465,000
05/06	Certificates of Participation – Building Acquisition, Construction, Installation, Furnishing and Equipping; Acquisition/Installation of Systems	<u>11,960,000</u>	11/24	<u>11,155,000</u>
TOTAL APPROVED AND EXECUTED		<u>\$95,543,839</u>		<u>\$80,051,289</u>

PENDING EXECUTION

Description
None

Approved
Amount

000119



**CHESTERFIELD COUNTY
BOARD OF SUPERVISORS
AGENDA**

Page 1 of 1

Meeting Date: January 24, 2007

Item Number: 14.

Subject:

Resolution Recognizing Ms. Maria R. Brown for Her Service on the Chesterfield Community Services Board

County Administrator's Comments:

County Administrator: _____

A handwritten signature, likely "JBR", is written over the line for the County Administrator.

Board Action Requested:

The Board is requested to adopt a Resolution recognizing Ms. Maria R. Brown for the completion of two three-year appointed terms on the Community Services Board.

Summary of Information: (See resolution attached)

Preparer: George E. Braunstein

Title: Executive Director
MH/MR/SA Department

Attachments:



Yes



No

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000120

RECOGNIZING MS. MARIA R. BROWN FOR HER SERVICE
ON THE CHESTERFIELD COMMUNITY SERVICES BOARD

WHEREAS, Ms. Maria R. Brown, representing the Midlothian Magisterial District, has served as a dedicated and faithful member of the Chesterfield County Community Services Board since her appointment by the Board of Supervisors in January 2001; and

WHEREAS, during her term as a member of the Chesterfield County Community Services Board, Ms. Brown has served with distinction as a member of the Finance Committee, the Community Relations Committee, and the Executive Committee; Secretary and Vice Chair of the Board; and Chair of the Board in 2006; and

WHEREAS, Ms. Brown as Chair and Vice Chair, was instrumental in ensuring Board participation in committee and oversight of the Strategic Plan and in developing more structure and Board involvement in the performance evaluation of the Executive Director; and

WHEREAS, Ms. Brown provided the leadership and support needed as the Chesterfield County Community Services Board completed the process of a department name change to better reflect the services offered; and

WHEREAS, Ms. Brown has been a strong advocate for Chesterfield Community Services Board to sponsor and expand the scope of our Healthy Families Program and Families First; and

WHEREAS, Ms. Brown successfully advocated with county leaders for increased support for the Chesterfield County Community Services Board; and

WHEREAS, Ms. Brown has been an active volunteer and concerned citizen of Chesterfield County, serving in numerous leadership capacities, such as the Monacan Humanities organization, the Stonehenge Civic Association, and is a recognized presenter for prevention programs and workshops; and

WHEREAS, Ms. Brown is a strong advocate for families with disabled family members and insisted that the Community Services Board expand planning for long term needs of the most disabled.

NOW, THEREFORE BE IT RESOLVED, that the Chesterfield County Board of Supervisors, the 24th day of January 2007, publicly recognizes Ms. Maria R. Brown, and expresses sincere appreciation for her continuing efforts to enhance the quality mental health, mental retardation and substance abuse services provided for citizens of Chesterfield County.

AND, BE IT FURTHER RESOLVED, that a copy of the resolution be presented to Ms. Brown, and that the resolution be permanently recorded among the papers of the Board of Supervisors of Chesterfield County, Virginia.



**CHESTERFIELD COUNTY
BOARD OF SUPERVISORS
AGENDA**

Page 1 of 1

Meeting Date: January 24, 2007

Item Number: 16.A.

Subject:

Public Hearing to Consider an Ordinance Changing the Polling Place for Beaufont Voting Precinct in Midlothian District

County Administrator's Comments: *Recommend Approval*

County Administrator: *LSR*

Board Action Requested:

The Board is requested to consider the attached ordinance.

Summary of Information:

Recently, the owners of Chesterfield Village Clubhouse, the polling place for the Beaufont Voting Precinct in Midlothian Magisterial District, notified the Registrar that they are no longer willing for the Clubhouse to serve as a voting precinct. Accordingly, the Registrar has arranged with the Forest View Rescue Squad for their Rescue Squad building, located at 8008 Midlothian Turnpike, to serve as the new polling place for Beaufont Precinct. A map showing the current polling place in green and the proposed new polling place in red is attached. In order to effect this change, the Board must hold a public hearing and adopt the attached ordinance.

If the Board approves this change, it must be submitted to the United States Department of Justice (DOJ) for pre-clearance before it can be implemented. DOJ has a period of sixty days in which to act on the pre-clearance submission. Staff anticipates that these changes would be implemented before the June 2007 primary elections.

Preparer: Steven L. Micas

Title: County Attorney
0505:73751.2 (73752.1)

Attachments:



Yes



No

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000122

AN ORDINANCE TO AMEND THE CODE OF THE COUNTY
OF CHESTERFIELD, 1997, AS AMENDED, BY AMENDING
AND RE-ENACTING SECTION 7-3 RELATING TO
POLLING PLACE FOR A VOTING PRECINCT

BE IT ORDAINED by the Board of Supervisors of Chesterfield County:

(1) *That Section 7-3 of the Code of the County of Chesterfield, 1997, as amended, is amended and re-enacted to read as follows:*

Beaufont Voting Precinct (513):

Beginning at the point where the center line of U.S. Route 60 (Midlothian Turnpike) intersects the boundary line between the County of Chesterfield and the City of Richmond; thence northwardly along said boundary line to its intersection with Powhite Creek; thence westward along Powhite Creek to its intersection with Powhite Parkway (State Route 76); thence southwestwardly along the center line of Powhite Parkway (State Route 76) to its intersection with Buford Road (State Route 678); thence southwardly along the center line of Buford Road (State Route 678) to its intersection with U.S. Route 60 (Midlothian Turnpike); thence eastwardly along the center line of U.S. Route 60 (Midlothian Turnpike) to its intersection with the boundary line between the County of Chesterfield and the City of Richmond, the point and place of beginning.

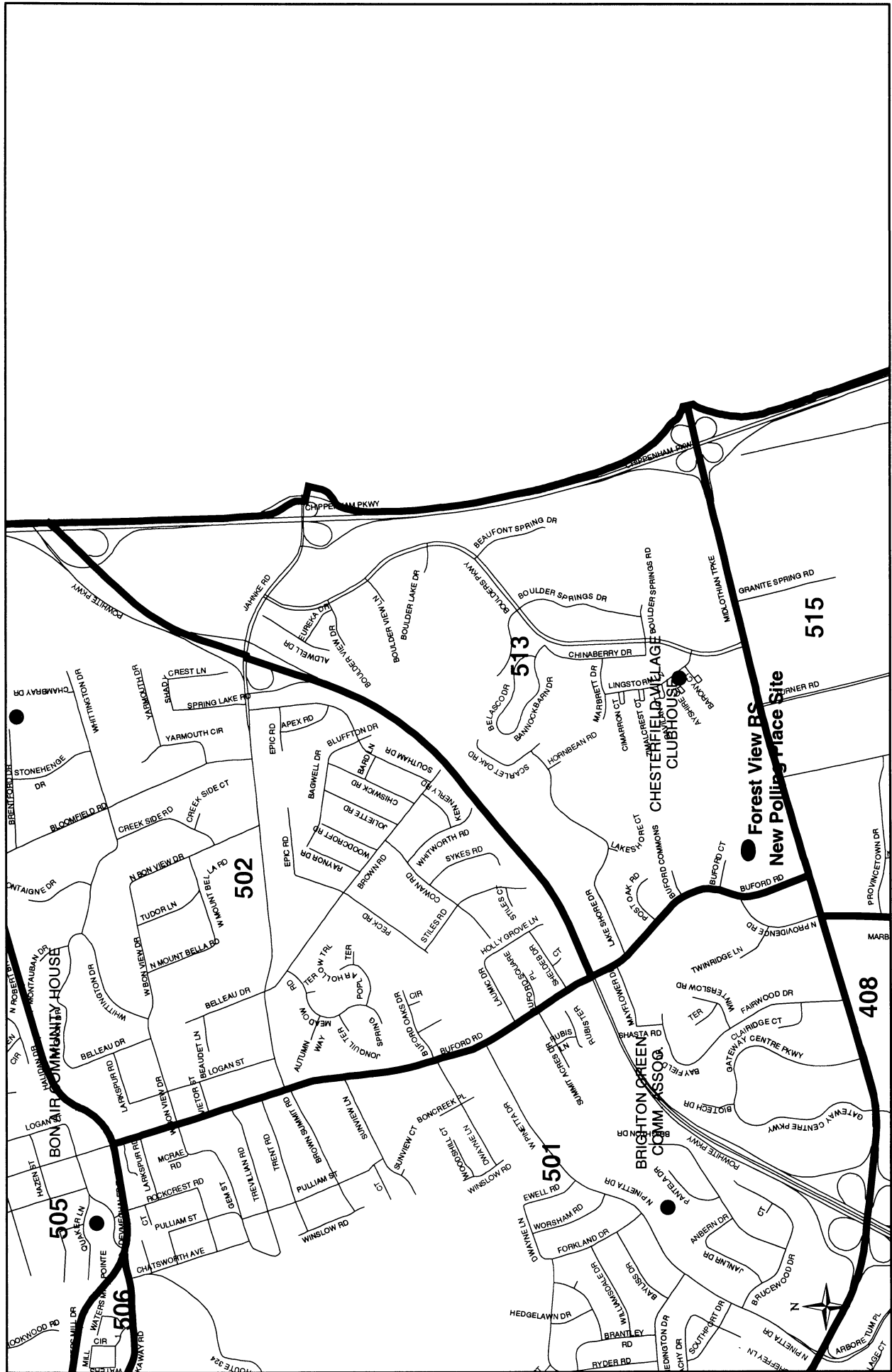
The voting place for Beaufont Voting Precinct shall be ~~Chesterfield Village Clubhouse, 211
Lingstorm Lane~~ Forest View Rescue Squad, 8008 Midlothian Turnpike.

o o o

(2) *That this ordinance shall become effective immediately upon adoption.*

000123

Voting Precinct: 513 Beaufont





CHESTERFIELD COUNTY BOARD OF SUPERVISORS AGENDA

Page 1 of 2

Meeting Date: January 24, 2007

Item Number: 16.B.

Subject:

Public Hearing to Consider Comcast's Proposed Rate Increases

County Administrator's Comments:

Reminder: The Board has no authority to approve or disapprove this item

County Administrator:

JK

Board Action Requested:

Hold a public hearing to consider Comcast's proposed rate increase.

Summary of Information:

Comcast has announced its rate increases to be effective January 1, 2007. The rate for the Limited Basic service to which only a small number of customers subscribe will increase from \$9.50 to \$10.75, and the more popular Full Standard service will increase from \$49.71 to \$52.45.

Under federal law, the County may not prevent either rate increase from going into effect. The Full Standard service rate is unregulated, and the County has only limited oversight for rate increases to the Limited Basic tier. Our "regulation" of the Limited Basic service is limited to a determination as to whether the arithmetic calculations made on the rate forms are correct. The County has the authority to audit Comcast's filing related to the increase of the Limited Basic Service and order a rate reduction if the records do not support the proposed increase. Such an audit would involve hiring an outside consultant, and staff has determined in the past that such an audit would not likely be cost effective.

Preparer: Steven L. Micas

Title: County Attorney
0623:74124.1

Attachments:

11

Yes

5

No

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000125

**CHESTERFIELD COUNTY
BOARD OF SUPERVISORS
AGENDA**

Page 2 of 2

Under County ordinance the County is permitted to hold a public hearing in order to have Comcast justify the reasonableness of both rates. The Board has requested that such a hearing be set. Comcast has been notified of the hearing and has been requested to present an explanation of the latest rate increases.

000126



**CHESTERFIELD COUNTY
BOARD OF SUPERVISORS
AGENDA**

Page 1 of 2

Meeting Date: January 24, 2007

Item Number: 16.C.

Subject:

Public Hearing to Consider Adoption of an Ordinance Establishing a Special Assessment for the Watkins Centre Community Development Authority and Approval of a Memorandum of Understanding with the Watkins Centre Community Development Authority Regarding the Financing of Certain Infrastructure

County Administrator's Comments:

Recommend Approval

County Administrator: _____

[Signature]

Board Action Requested:

Hold a public hearing to 1) consider adoption of an ordinance establishing a special assessment for the Watkins Centre Community Development Authority (CDA); and 2) approval of a Memorandum of Understanding between the Board of Supervisors, the Watkins Centre CDA and Owners of Property within the CDA District

Summary of Information:

On August 23, 2006 the Board of Supervisors created the Watkins Centre Community Development Authority (CDA). The CDA has requested that the Board of Supervisors, through adoption of the attached ordinance (Attachment A), establish a special assessment on property within the CDA District for the purpose of financing certain transportation improvements benefiting property within the CDA District.

The special assessments will be established and apportioned in accordance with the Rate and Method of Apportionment of Special Assessments (Attachment B), which was approved by the Watkins Centre CDA on January 18th. The special assessments shall be liens on the taxable real property in the CDA District. In addition, the total special assessment and annual installment of special assessment for the property in the CDA district are included (Attachments C-1, C-2).

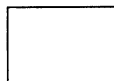
Preparer: Rebecca T. Dickson

Title: Deputy County Administrator

Attachments:



Yes



No

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000127

**CHESTERFIELD COUNTY
BOARD OF SUPERVISORS
AGENDA**

Page 2 of 2

Meeting Date: January 24, 2007

Summary of Information (continued)

The proposed ordinance also authorizes a Memorandum of Understanding (Attachment D) between the Board of Supervisors, the Watkins Centre CDA and land owners within the CDA District that approves the issuance of the Authority's bonds to finance certain infrastructure within the CDA District.

The Board is requested to adopt the proposed ordinance after the public hearing is held. Upon adoption of the ordinance, the Watkins Centre CDA will move forward to issue its bonds to finance the infrastructure improvements.

The establishment of a special assessment on property within the CDA District and the actions contemplated by the Memorandum of Understanding will benefit the citizens of the County by promoting increased employment opportunities, a strengthened economic base and increased tax revenues and additional business opportunities.

000128

ORDINANCE ESTABLISHING A SPECIAL ASSESSMENT FOR THE
WATKINS CENTRE COMMUNITY DEVELOPMENT AUTHORITY
AND AUTHORIZING A MEMORANDUM OF UNDERSTANDING
WITH THE COMMUNITY DEVELOPMENT AUTHORITY

WHEREAS, the Board of Supervisors of the County of Chesterfield, Virginia (the "Board") created the Watkins Centre Community Development Authority (the "CDA") by Ordinance enacted August 23, 2006 (the "Ordinance"); and,

WHEREAS, the CDA has requested that the Board establish a special assessment on property within the CDA District; and,

WHEREAS, the Board proposes to set forth certain agreements with the CDA and the owners of the land within the CDA (the "Landowners") pursuant to a Memorandum of Understanding among the Board, the Landowners, Zaremba Metropolitan Midlothian, LLC, as developer and the CDA (the "Memorandum of Understanding"); and,

WHEREAS, the CDA proposes to issue its bonds (the "Bonds") to finance certain infrastructure improvements benefiting the CDA District; and

WHEREAS, the establishment of a special assessment on property within the CDA District and the actions contemplated by the Memorandum of Understanding will benefit the citizens of the County by promoting increased employment opportunities, a strengthened economic base and increased tax revenues and additional business opportunities.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF SUPERVISORS OF THE COUNTY OF CHESTERFIELD, VIRGINIA:

1. Approval of Memorandum of Understanding. The Memorandum of Understanding is approved in substantially the form presented to the Board at this meeting, with such changes and corrections (including, without limitation, changes in the date thereof) that do not materially adversely affect the County's interests as may be approved by the County Administrator or the Chairman of the Board of Supervisors, whose approval shall be evidenced conclusively by the execution and delivery of the Memorandum of Understanding. The County Administrator and the Chairman of the Board of Supervisors, or either of them, is authorized and directed to execute and deliver the Memorandum of Understanding.

2. Special Assessment. By agreement among the Landowners and the Board pursuant to the Memorandum of Understanding, special assessments to pay the costs of public improvements to benefit property within the CDA District are hereby established and apportioned in accordance with the Rate and Method of Apportionment of Special Assessments in substantially the form presented to the Board at this meeting. The CDA shall cause notice of the special assessments to be reported to the County's Treasurer or other County official responsible for the collection of taxes. The special assessments shall be liens on the taxable real property in the CDA District in accordance with the provisions of Virginia Code Sections 15.2-2404 et. seq.

3. Subsequent Resolution. The Board may make such additional changes or amendments to the Memorandum of Understanding as it determines to be necessary or appropriate by subsequent resolution.

4. Severability. If any part, section, clause or phrase of this Ordinance, or any individual assessment levied hereby, is declared to be unconstitutional or invalid for any reason, such decision shall not affect the validity of any other portion hereof or assessment hereunder.

5. Effective Date. This Ordinance shall be effective immediately.

CERTIFIED COPY_____

Clerk of the Board

W327380.1

ORDINANCE ESTABLISHING A SPECIAL ASSESSMENT FOR THE
WATKINS CENTRE COMMUNITY DEVELOPMENT AUTHORITY
AND AUTHORIZING A MEMORANDUM OF UNDERSTANDING
WITH THE COMMUNITY DEVELOPMENT AUTHORITY

WHEREAS, the Board of Supervisors of the County of Chesterfield, Virginia (the "Board") created the Watkins Centre Community Development Authority (the "CDA") by Ordinance enacted August 23, 2006 (the "Ordinance"); and,

WHEREAS, the CDA has requested that the Board establish a special assessment on property within the CDA District; and,

WHEREAS, the Board proposes to set forth certain agreements with the CDA and the owners of the land within the CDA (the "Landowners") pursuant to a Memorandum of Understanding among the Board, the Landowners, Zaremba Metropolitan Midlothian, LLC, as developer and the CDA (the "Memorandum of Understanding"); and,

WHEREAS, the CDA proposes to issue its bonds (the "Bonds") to finance certain infrastructure improvements benefiting the CDA District; and

WHEREAS, the establishment of a special assessment on property within the CDA District and the actions contemplated by the Memorandum of Understanding will benefit the citizens of the County by promoting increased employment opportunities, a strengthened economic base and increased tax revenues and additional business opportunities.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF SUPERVISORS OF THE COUNTY OF CHESTERFIELD, VIRGINIA:

1. Approval of Memorandum of Understanding. The Memorandum of Understanding is approved in substantially the form presented to the Board at this meeting, with such changes and corrections (including, without limitation, changes in the date thereof) that do not materially adversely affect the County's interests as may be approved by the County Administrator or the Chairman of the Board of Supervisors, whose approval shall be evidenced conclusively by the execution and delivery of the Memorandum of Understanding. The County Administrator and the Chairman of the Board of Supervisors, or either of them, is authorized and directed to execute and deliver the Memorandum of Understanding.

2. Special Assessment. By agreement among the Landowners and the Board pursuant to the Memorandum of Understanding, special assessments to pay the costs of public improvements to benefit property within the CDA District are hereby established and apportioned in accordance with the Rate and Method of Apportionment of Special Assessments in substantially the form presented to the Board at this meeting. The CDA shall cause notice of the special assessments to be reported to the County's Treasurer or other County official responsible for the collection of taxes. The special assessments shall be liens on the taxable real property in the CDA District in accordance with the provisions of Virginia Code Sections 15.2-2404 et. seq.

3. Subsequent Resolution. The Board may make such additional changes or amendments to the Memorandum of Understanding as it determines to be necessary or appropriate by subsequent resolution.

4. Severability. If any part, section, clause or phrase of this Ordinance, or any individual assessment levied hereby, is declared to be unconstitutional or invalid for any reason, such decision shall not affect the validity of any other portion hereof or assessment hereunder.

5. Effective Date. This Ordinance shall be effective immediately.

CERTIFIED COPY _____
Clerk of the Board

V4327380.1

**WATKINS CENTRE COMMUNITY DEVELOPMENT AUTHORITY
CHESTERFIELD COUNTY, VIRGINIA**

**Rate And Method of Apportionment
Of Special Assessments**

A. INTRODUCTION

Special Assessments shall be imposed and collected on real property within the Watkins Centre Community Development Authority ("CDA") through the application of the procedures described below. The Board of Directors of the CDA or their designee shall make all determinations in this Rate and Method of Apportionment of Special Assessments unless stated otherwise.

B. DEFINITIONS

The terms used herein shall have the following meanings:

"Act" means the Virginia Water and Waste Authorities Act, beginning with §15.2-5100 *et seq.* of the Code of Virginia, 1950, as it may be amended from time to time.

"Adjusted Annual Parcel Installment" means the amount calculated as the Adjusted Annual Parcel Installment for each Parcel pursuant to Section D.

"Administrative Expenses" means the following costs directly related to the administration of the CDA: the actual costs of computing the Annual Installments; the actual costs of collecting the Annual Installments (whether by the County or otherwise); the actual costs of remitting the Annual Installments to the Trustee; the actual costs of the Administrator and Trustee (including legal counsel) in the discharge of their duties; the costs of the CDA of complying with arbitrage rebate requirements; the costs of the CDA of complying with securities disclosure requirements; and any other costs of the CDA in any way related to the administration and operation of the CDA, including, without limitation, the costs of official meetings of the CDA, the costs of legal counsel and other consultants and advisors, and costs related to commencing foreclosure and pursuing collection of delinquent Annual Installments.

"Administrator" means the official or designee of the CDA who shall be have the responsibilities as provided herein, in the Bond Indenture, or by the Board of Directors.

"Annual Credit" means the amount calculated as the Annual Credit for each Parcel pursuant to Section D.

"Annual Installment" means the portion of the Special Assessment as set forth in the Special Assessment Roll that may be collected each Assessment Year from all Parcels in the CDA.

“Annual Parcel Installment” means the allocation of the Annual Installment to each Parcel pursuant to Section D.

“Annual Payment” shall be the portion of the Annual Parcel Installment to be collected from each Parcel each Assessment Year as determined by the provisions of Section D.1.

“Annual Revenue Requirement” means, for any Assessment Year, the lesser of (A) the Annual Installment for the Assessment Year and (B) the sum of the following: (1) debt service on the Bonds to be paid from the Annual Installments; (2) periodic costs associated with such Bonds, including but not limited to, rebate payments and any credit enhancement on the Bonds; (3) Administrative Expenses; and (4) a contingency; less (5) Incremental Tax Revenues available to the CDA that may be applied to the Annual Revenue Requirement; (6) any credits applied under the Bond Indenture, such as capitalized interest or interest earnings on any account balances, and (7) any other funds available to the CDA that may be applied to the Annual Revenue Requirement.

“Assessed Property” means, for any Assessment Year, Parcels within the CDA other than Non-Benefited Property.

“Assessment Year” means the annual cycle in which the Annual Payment is determined each year for each Parcel, the Annual Payment is collected, and these revenues are applied to the payments on the Bonds each year.

“Board of Directors” means the Board of Directors of the CDA.

“Bond Indenture” means the indenture or similar document setting forth the terms and other provisions relating to the Bonds, as modified, amended and/or supplemented from time to time.

“Bonds” means any bonds or other debt, including refunding bonds, whether in one or more series, issued by or on behalf of the CDA under the Act and to be repaid with the Special Assessments and other available revenues.

“Building Square Footage” or **“BSF”** means the actual or, for property not yet developed, the estimated leasable building area as shown on the building permit, architectural plans or other available documents, as estimated by the Administrator. If no information is available on the estimated leasable building area, Building Square Footage may be estimated by net usable land area and the estimated or allowable floor to area ratio for the property.

“County” means Chesterfield County, Virginia.

“Equivalent Units” means the Building Square Footage in 1,000s of square feet built or that may be built on a Parcel multiplied by the factors for each land use class shown below:

Land Use Class 1	1.00 per 1,000 BSF
Land Use Class 2	0.52 per 1,000 BSF
Land Use Class 3	0.56 per 1,000 BSF

“Incremental Tax Revenues” has the meaning given to such term in the Memorandum of Understanding approved by the County.

“Land Use Class 1” means Assessed Property used or intended to be used primarily for retail sales to the general public, including any ancillary uses thereto.

“Land Use Class 2” means Assessed Property used or intended to be used primarily as a hotel, including any ancillary uses thereto.

“Land Use Class 3” means Assessed Property used or intended to be used primarily as office space, including any ancillary uses thereto, and any Assessed Property that is not classified as Land Use Class 1 or 2.

“Mandatory Special Assessment Prepayment” shall mean a mandatory prepayment of Special Assessments pursuant to Section J.

“Non-Benefited Property” means Public Property, Owner Association Property, or easements that create an exclusive use for a public utility provider.

“Owner Association Property” means Parcels within the boundaries of the CDA owned by or irrevocably offered for dedication to a property owners’ association (if not used in a trade or business) and available for use by property owners in general.

“Parcel” means a lot or parcel with a tax map identification number assigned by the County for real property tax purposes.

“Principal Portion of the Special Assessment” means the portion of the Special Assessments equal to the outstanding principal amount of the Bonds. The Principal Portion of the Special Assessments shall be allocated to Assessed Property proportionate to the Special Assessments as set forth in Section C hereof. The Principal Portion of the Special Assessments may be increased for refunding bonds or other reasons as long as the total of the Special Assessments are not increased as set forth in the Special Assessment Roll.

“Public Improvements” means those improvements that the CDA has been authorized to provide.

“Public Property” means, for any Assessment Year, property within the boundaries of the CDA owned by or irrevocably offered for dedication to the federal government, Commonwealth of Virginia, the County, the CDA, or any other public agency, political

subdivision, or entity, whether in fee simple or any other property ownership interest that creates a substantially exclusive use in the property.

“Special Assessment” means the Special Assessment on each parcel, including both the Principal Portion of the Special Assessment and the Annual Installment, as shown on the Special Assessment Roll, as calculated by the Administrator and confirmed by the Board of Directors pursuant to the provisions of Section C.1., as it may be reapportioned upon the subdivision of any Parcel according to the provisions of Section C.2., as it may be combined upon the consolidation of two or more Parcels according to the provisions of Section C.2., and as it may be reduced according to the provisions of Sections C.3.

“Special Assessment Roll” means the document attached hereto as Appendix A-1 and A-2, as updated from time to time by the Board of Directors of the CDA in accordance with the procedures set forth herein.

“Trustee” means the fiscal agent or trustee as specified in the Bond Indenture, including a substitute fiscal agent or trustee.

C. SPECIAL ASESSEMENTS

1. The Amount of the Special Assessment

The total of the Special Assessments and the Annual Installments shall not exceed the amounts set forth in the Special Assessment Roll as it may be updated from time to time as provided for herein. The Special Assessment for each Parcel shall be set by the Board of Directors prior to the issuance of the Bonds and shall not be changed thereafter except pursuant to the provisions herein. The Board of Directors shall set the Special Assessment on each Parcel according to the following formula:

$$A = B \times (C \div D)$$

Where the terms have the following meanings:

A = the Special Assessment for a Parcel

B = the total of the Special Assessments for all Parcels as shown in the Special Assessment Roll

C = the Equivalent Units of a Parcel

D = the sum of the Equivalent Units of all of the Parcels in the CDA.

Upon a change in the estimate of the total of the Equivalent Units of a Parcel, the Board of Directors may reapportion the Special Assessment on some or all of the Parcels upon the unanimous request of the owners of the Parcels for which the Special Assessment is to be reapportioned. The reapportionment shall be made according to the following formula:

$$A = (B \div C) \times D$$

Where the terms have the following meanings:

- A = the Special Assessment of the Parcel
- B = the Equivalent Units of a Parcel
- C = the total Equivalent Units of all Parcels subject to the reallocation
- D = the total of the Special Assessments for all Parcels subject to the reallocation.

The computation of the Equivalent Units shall be calculated by the Administrator, based on the information available regarding the use of the Parcel, and the estimate of the Administrator shall be final. The Administrator shall use consistent standards in preparing the calculations and shall prepare and keep in the records of the CDA the computations made according to this section.

The total of all Special Assessments shall not be reduced after the issuance of Bonds except as provided below.

2. Reapportionment of Special Assessment Upon the Subdivision of a Parcel

a. Subdivision of a Parcel

Upon the subdivision of any Parcel, the Special Assessment (including both the Principal Portion of the Special Assessment and the Annual Installments) of the Parcel prior to the subdivision shall be reallocated to each new Parcel in proportion to the Equivalent Units of each Parcel and the Special Assessment for the Parcel prior to the subdivision. The reapportionment of the Special Assessment shall be represented by the formula:

$$A = B \times (C \div D)$$

Where the terms have the following meanings:

- A = the Special Assessment of the Parcel
- B = the Special Assessment of the Parcel prior to the subdivision
- C = the Equivalent Units of a Parcel
- D = the sum of the Equivalent Units of all of the new Parcels of Assessed Property that result from the subdivision.

The computation of the Equivalent Units shall be calculated by the Administrator based on the information available regarding the use of the Parcel. The Administrator shall use consistent standards in preparing the calculations and shall prepare and keep in the records of the CDA the computations made according to this section.

In all cases, the Special Assessment after the subdivision of a Parcel shall equal the sum of the Special Assessments before the subdivision of the Parcel.

b. Consolidation of a Parcel

Upon the consolidation of two or more Parcels, the Special Assessment for the consolidated Parcel shall be the sum of the Special Assessments for the Parcels prior to the consolidation, with each calculated separately.

3. Reduction in the Special Assessments

a. Reduction in Costs

If the Board of Directors resolves that the total actual costs to be incurred by the CDA, including the costs of the Public Improvements and the costs related to the issuance and repaying of Bonds, including refunding bonds, and Administrative Expenses are less than the total amount of the Special Assessments, then the Board of Directors shall reduce the Special Assessments (including the Principal Portion of the Special Assessments and the Annual Installments, as applicable) such that the sum of Special Assessments equals the total costs incurred or to be incurred. The Special Assessments shall be reduced for every Parcel of Assessed Property in the CDA in the following manner. First, if the Public Improvements were not completed and any Parcels were not fully improved by the Public Improvements, the Special Assessments shall be reduced on these Parcels to represent the Public Improvements made to these Parcels compared to the Public Improvements made to the other Parcels, taking into consideration the use of the Public Improvements by each land use class, as represented by the Equivalent Unit factors and the Public Improvements actually provided. The Board of Directors may provide for the reduction in the Special Assessments by equal percentage for each Parcel or some other means if the Board of Directors determines this would be the most fair or practical method of reducing the Special Assessments. Second, if additional reductions are to be made in the Special Assessments, the Special Assessments shall be reduced by an equal percentage such that the sum of the resulting Special Assessment for every Parcel equals the actual costs to be incurred by the CDA.

The Special Assessments as reduced according to the provisions of this section shall not be reduced to an amount that is less than the outstanding principal amount of the previously issued Bonds, interest on the outstanding Bonds, and estimated Administrative Expenses.

b. Repayment of the Bonds

The Special Assessments applicable to any Parcel shall be reduced each year as Bonds are repaid. The Principal Portion of the Special Assessments shall be reduced for the principal portion of the Annual Installments collected from each Parcel. The Special Assessments shall also be reduced for the Annual Installments collected or foregone (that is, the portion of the Annual Installments that exceeded the Annual Revenue Requirement and is not to be collected).

D. METHOD OF DETERMINING THE ANNUAL PAYMENT

Commencing with the Annual Payment to be collected in the 2007-2008 Assessment Year and for each following Assessment Year, the Administrator shall calculate and the Board of Directors shall confirm the Annual Payment on each Parcel.

1. The Annual Payment

The Annual Payment for each Parcel shall be calculated in the following manner:

$$A = B \times (C \div D)$$

Where the terms have the following meanings:

- A = the Annual Payment for a Parcel;
- B = the Annual Revenue Requirement for the Assessment Year for which the Annual Payment is being calculated;
- C = the Adjusted Annual Parcel Installment for the Parcel;
- D = the Adjusted Annual Parcel Installment for all Parcels in the CDA.

2. The Adjusted Annual Parcel Installment

The Adjusted Annual Parcel Installment for a Parcel shall equal the Annual Parcel Installment for each Parcel less the Annual Credit for the Parcel.

3. The Annual Parcel Installment

The Annual Parcel Installment for each Parcel shall be calculated in the following manner:

$$A = B \times (C \div D)$$

Where the terms have the following meanings:

- A = the Annual Parcel Installment for a Parcel
- B = the Annual Installment for all Parcels in the CDA for that Assessment Year as set forth in the Assessment Roll
- C = the Principal Portion of the Special Assessments for the Parcel
- D = the Principal Portion of the Special Assessments for all Parcels in the CDA.

4. The Annual Credit

The Annual Credit for each Parcel, for each Assessment Year, shall be equal to the Incremental Tax Revenues included in the calculation of the Annual Revenue Requirement for that Assessment Year allocable to that Parcel. For purposes of

calculating the Incremental Tax Revenues for each Parcel, the base year tax revenues for each tax included in the Incremental Tax Revenues shall be allocated to each Parcel on the basis of the total of the tax revenues from which the Incremental Tax Revenues are calculated. For example, for real property tax increment revenues, the base real property tax revenues would be allocated to each parcel in proportion to the total real property tax revenues of the parcel divided by the total real property taxes of all parcels in the CDA (using the total real property tax revenues from which the Incremental Tax Revenues are calculated).

In the event a Parcel is subdivided into new Parcels in an Assessment Year prior to the payment of the Annual Payment and a portion of the Parcel becomes Non-Benefited Property, the Annual Payment shall be collected on the Parcel or Parcels of Assessed Property based on the allocation of the Special Assessment pursuant to Section C.

E. UPDATING THE ASSESSMENT ROLL

The Board of Directors shall update Special Assessment Roll each Assessment Year to reflect (i) the current Parcels in the CDA, (ii) the Special Assessment allocated for each Parcel, including any adjustments to the Special Assessment as provided for in Section C, (iii) the Principal Portion of the Special Assessment for each Parcel; (iv) the Annual Parcel Installment for each Parcel, (v) the Annual Credit and Annual Payment for each Parcel for the Assessment Year, (vi) prepayments of the Special Assessment, and (vii) termination of the Special Assessment.

F. MANNER OF COLLECTION OF THE ANNUAL PAYMENT

The Annual Payment shall be collected in the same manner and at the same time as regular property taxes of the County and shall be subject to the same penalties, procedures, sale, and lien priorities in case of delinquencies as are provided for regular property taxes of the County. The CDA shall notify the County of the amount of the Annual Payment to be collected on each Parcel each Assessment Year in a timely manner to allow the collection of the Annual Payment by the County. The Board of Directors may provide for other means of collecting the Annual Payment, to the extent permitted under the Act.

G. ADMINISTRATIVE REVIEW

An owner of a lot claiming that a calculation error has been made in the update of Special Assessment Roll in any Assessment Year shall send a written notice describing the error to the Board of Directors (or the Administrator if delegated to review appeals pursuant to this section by the Board of Directors) not later than thirty (30) days after the date any amount which is alleged to be incorrect is due prior to seeking any other remedy. The Board of Directors (or the Administrator if so designated by the Board of Directors) shall promptly review the notice, and if necessary, meet with the property owner, consider written and oral evidence regarding the alleged error and decide whether, in fact, such a calculation error occurred.

If the Board of Directors (or the Administrator if so designated by the Board of Directors) determines that a calculation error has been made that requires the Special Assessment Roll to be modified or changed in favor of the property owner, a cash refund may not be made for any amount previously paid by the owner (except for the final Assessment Year during which the Special Assessment shall be collected or if a determination is made that there are sufficient funds available to meet the Annual Revenue Requirement for an Assessment Year), but an adjustment shall be made in the amount of the Annual Payment to be paid in the following Assessment Year. The decision of the CDA or its designee regarding a calculation error relating to the Special Assessment Roll shall be conclusive as long as there is a reasonable basis for the determination.

H. TERMINATION OF SPECIAL ASSESSMENTS

Except for any delinquent Annual Payments and related penalties and interest, the Special Assessment shall be collected for a term not to exceed the term of all of the Bonds. In no event shall the Special Assessments be collected beyond the period in which the Special Assessment or the Bonds are fully paid as provided for herein.

After the retirement of all Bonds, and the collection of any delinquent Annual Payments, penalties and interest, the CDA shall provide each owner of a Parcel a recordable document (or provide for the recordation of such document) evidencing the termination of the imposition and collection of the Special Assessment.

I. PREPAYMENT OF SPECIAL ASSESSMENT

The Special Assessment on any Parcel may be fully paid at any time, the Special Assessment reduced to zero, and the obligation to pay the Annual Installments permanently satisfied by payment of an amount calculated according to the following provisions:

1. A sum equal to the Principal Portion of the Special Assessment for the Parcel, as it may have been set, reapportioned or reduced pursuant to the provisions of Sections C.1., C.2., C.3., and C.4; less,
2. A credit for the reserve fund equal to the amount provided for in the Bond Indenture; plus,
3. A sum equal to (a) the amount needed to pay interest on the outstanding Bonds to be redeemed and the investment earnings on the prepayment amount until the Bonds can be called and redeemed, after taking into consideration the Annual Payment paid or to be paid but not accounted for in the calculation of the Principal Portion of the Special Assessment in Step 1 and (b) expenses of the CDA related to the prepayment.

The amounts calculated in the preceding steps shall be paid to the CDA and shall be distributed by the CDA to pay costs related to the prepayment and according to the Bond Indenture. Upon the payment of such prepayment amount to the CDA, the obligation to pay the Special Assessment for such Parcel shall be deemed to be permanently satisfied, the Special Assessment for such Parcel shall be reduced to zero, the Annual Installment shall not be collected on the Parcel thereafter, and the CDA shall provide to the owner (or cause to be recorded) a recordable notice of the payment of the Special Assessment within a reasonable period of time of receipt of such prepayment amount.

J. MANDATORY PREPAYMENT OF SPECIAL ASSESSMENTS

1. Prepayment of Special Assessments for Non-Benefited Property

A prepayment of the Special Assessment shall be required on any Parcel that is acquired by an entity that results in the Parcel being classified as Non-Benefited Property, if the Special Assessment may not be reapportioned to a Parcel of Assessed Property pursuant to the provisions of Sections C.1. or C.2. In the event an entire Parcel becomes Non-Benefited Property such that the Special Assessment cannot be reallocated to any other Parcel pursuant to the provisions of Sections C.1 or C.2., the Special Assessment shall become immediately due and payable and shall be collected from proceeds of a sale, condemnation, or other form of compensation for the property or from any other legally available source of funds. The prepayment of the Special Assessment shall be calculated as set forth in Section I.

2. Prepayment of Special Assessments Resulting From a Reduction in Equivalent Units

The Special Assessments shall be prepaid in part upon a reduction of the Equivalent Units that results in the Principal Portion of the Special Assessments exceeding a maximum amount per Equivalent Unit as set forth in the Bond Indenture. The Mandatory Prepayment shall be due from the Parcel (or any resultant Parcels) that results in the application of the provisions of this section.

The Mandatory Prepayment shall be calculated as set forth in Section I, with the Principal Portion of the Special Assessment being prepaid for the reduction in the number of Equivalent Units.

The Mandatory Prepayment shall be due prior to the recordation, conveyance, or other action that results in a change to any Parcel that results in a Mandatory Prepayment. The Mandatory Prepayment shall have the same sale and lien priorities as provided for by law for the Assessments.

The Mandatory Prepayment shall not exceed the principal amount of the outstanding Bonds plus any other amounts owed on the Bonds, including accrued interest and redemption fees.

K. AMENDMENTS

Immaterial amendments may be made to this Rate and Method of Apportionment of Special Assessment by the Board of Directors without further notice under the Act and without notice to owners of Assessed Property within the CDA. Immaterial amendments shall be those that (i) clarify or correct minor inconsistencies in the matters set forth herein, (ii) provide for lawful procedures for the collection and enforcement of the Special Assessment and other charges imposed herein so as to assure their efficient collection, and (iii) otherwise improve the ability of the CDA to fulfill its obligations to impose and collect the Special Assessment and charges imposed herein and to make it available for the payment of the Bonds, Administrative Expenses, and other costs of the CDA. No such amendment shall be approved unless and until it has (i) been found and determined that the amendment is necessary and appropriate and does not materially adversely affect the rights of the owners of the Bonds and (ii) received an opinion of a nationally recognized bond counsel to the effect that the amendment is permitted by the terms of the Bond Indenture and this Rate and Method of Apportionment of Special Assessment. Amendments may not be made to this Rate and Method of Apportionment of Special Assessment pursuant to the procedure described above that would increase the total of the Special Assessments or charges as set forth herein.

L. INTERPRETATION OF PROVISIONS

The Board of Directors shall make all interpretations and determinations related to the application of this Rate and Method of Apportionment of Special Assessments, unless stated otherwise herein or in the Bond Indenture, and as long as there is a rational basis for the determination made by the Board of Directors, such determination shall be conclusive.

M. SEVERABILITY

If any section or part of a section of this Rate and Method of Apportionment of Special Assessments is declared invalid or unenforceable, the validity, force, and effect of any other section or part of a section herein shall not thereby be affected or impaired unless such other section or part of a section herein is wholly or necessarily dependent upon the section or part of a section so held to be invalid or unenforceable.

SPECIAL ASSESSMENT ROLL
ANNUAL INSTALLMENT OF SPECIAL ASSESSMENT

Watkins Centre Community Development Authority
Chesterfield County, Virginia

Tax Year Beginning	Principal	Interest and Administrative Expenses	Annual Installment
2007	\$0	\$1,036,490	\$1,036,490
2008	\$0	\$1,036,490	\$1,036,490
2009	\$1,010,000	\$1,036,490	\$2,046,490
2010	\$1,117,000	\$970,840	\$2,087,840
2011	\$1,231,000	\$898,235	\$2,129,235
2012	\$1,354,000	\$818,220	\$2,172,220
2013	\$1,485,000	\$730,210	\$2,215,210
2014	\$1,626,000	\$633,685	\$2,259,685
2015	\$1,777,000	\$527,995	\$2,304,995
2016	\$1,938,000	\$412,490	\$2,350,490
2017	\$2,111,000	\$286,520	\$2,397,520
2018	\$2,297,000	\$149,305	\$2,446,305
Total	\$15,946,000	\$8,536,970	\$24,482,970

The Annual Installments are due each Tax Year with regular real property taxes on June 5 and December 5. The Annual Installment due each year shall be revised as set forth in the Rate and Method of Apportionment of Special Assessments.

SPECIAL ASSESSMENT ROLL
TOTAL SPECIAL ASSESSMENT

Watkins Centre Community Development Authority
Chesterfield County, Virginia
Tax Year Beginning 2007

Tax Map Parcel	Special Assessment	Principal Portion of Special Assessment	Annual Installment	Annual Credit	Annual Payment
✓ 715-712-8474	\$0	\$0	\$0	\$0	\$0
✓ 715-711-4066	\$2,485,553	\$1,618,865	\$105,226	(\$105,226)	\$0
✓ 715-711-0031	\$67,986	\$44,280	\$2,878	(\$2,878)	\$0
✓ 714-711-9668	\$456,863	\$297,559	\$19,341	(\$19,341)	\$0
✓ 715-711-8157	\$67,986	\$44,280	\$2,878	(\$2,878)	\$0
✓ 715-711-8026	\$176,763	\$115,127	\$7,483	(\$7,483)	\$0
✓ 717-711-0537	\$424,043	\$276,183	\$17,952	(\$17,952)	\$0
✓ 717-711-0707	\$287,084	\$186,981	\$12,154	(\$12,154)	\$0
✓ 716-713-8051	\$481,170	\$313,391	\$20,370	(\$20,370)	\$0
✓ 717-708-1487	\$19,091,162	\$12,434,262	\$808,227	(\$808,227)	\$0
✓ 715-710-8459	\$143,684	\$93,583	\$6,083	(\$6,083)	\$0
✓ 714-707-9182	\$17,338	\$11,292	\$734	(\$734)	\$0
✓ 716-710-0846	\$90,281	\$58,801	\$3,822	(\$3,822)	\$0
✓ 717-708-1487	\$67,364	\$43,875	\$2,852	(\$2,852)	\$0
✓ 718-705-6022	\$327,934	\$213,587	\$13,883	(\$13,883)	\$0
✓ 718-706-3636	\$154,077	\$100,352	\$6,523	(\$6,523)	\$0
✓ 715-710-4260	\$143,684	\$93,583	\$6,083	(\$6,083)	\$0
Total	\$24,482,970	\$15,946,000	\$1,036,490	(\$1,036,490)	\$0

The Special Assessment Roll shall be adjusted from time to time pursuant to the provisions of the Rate and Method of Apportionment of Special Assessments.

000145

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (this “Memorandum”) is made as of this _____ day of _____, 2007, by and among the BOARD OF SUPERVISORS OF THE COUNTY OF CHESTERFIELD, VIRGINIA (the “Board of Supervisors”); ZAREMBA METROPOLITAN MIDLOTHIAN, LLC, a Virginia limited liability company, or its successor or assigns, as developer (the “Developer”); WATKINS LAND, L.L.C., a Virginia limited liability company, (“Watkins”), GRAY LAND AND DEVELOPMENT COMPANY, LLC (“Gray”), a Virginia limited liability company, VILLAGE BANK, a _____, SUNTRUST BANK, a Georgia banking corporation, BRANCH BANKING & TRUST COMPAY OF VIRGINIA, a Virginia banking corporation, BEP LIMITED PARTNERSHIP, a North Carolina limited partnership, REBKEE PARTNERS WESTCHESTER, LLC, Virginia limited liability company and [ADD ADDITIONAL PROPERTY OWNERS WITHIN CDA AT THE TIME THIS MEMORANDUM IS EXECUTED] (collectively, the “Additional Property Owners”); and WATKINS CENTRE COMMUNITY DEVELOPMENT AUTHORITY (the “CDA”).

W I T N E S S E T H

WHEREAS, the Developer and the Additional Property Owners are the owners of certain parcels of real property located in the County of Chesterfield, Virginia (the “County”) and more particularly shown on Exhibit A attached hereto and incorporated herein by this reference (collectively, the “Property”); and

WHEREAS, Watkins Land, L.L.C. has, pursuant to Sections 15.2-5152 *et seq.* of the Code of Virginia of 1950, as amended (the “Virginia Code”), by petition filed on July 19, 2006, with the Board of Supervisors (the “Petition”) petitioned the Board of Supervisors to create a community development authority to provide financing for a portion of the transportation infrastructure as described in the Petition and on Exhibit B hereto (the “Improvements”) in conjunction with the development of the Property as a mixed-use project consisting of commercial, retail and office components (collectively, the “Project”); and

WHEREAS, by Ordinance enacted August 23, 2006 (the “Ordinance”), attached hereto as Exhibit C, the Board of Supervisors created the CDA and the CDA District (as described in the Ordinance); and

WHEREAS, the parties wish to set forth several understandings with respect to the CDA and its plan of finance in this Memorandum:

NOW, THEREFORE, in consideration of the foregoing, the parties set forth the following agreements and understandings:

1. Issuance of Bonds. The CDA proposes to issue tax-exempt bonds (the “Bonds”) pursuant to Virginia Code Sections 15.2-5158(A)(2) and 15.2-5125 and the Internal Revenue Code of 1986, as amended, to be used to finance a portion of the costs associated with the

acquisition, design, construction and development by or on behalf of the CDA of the Improvements. The CDA expects to issue one or more series of Bonds under an Indenture of Trust (the "Indenture") between the CDA and a trustee (the "Trustee") in the maximum aggregate principal amount of \$16,000,000, of which approximately \$12,339,555 shall be used to pay a portion of the costs associated with the acquisition, design, construction, project management and development of the Improvements (which costs shall be determined on an aggregate basis and not on an item-by-item basis) and the balance of which, approximately \$3,660,445, shall be used to pay capitalized interest at least through March 1, 2009, fund required reserves, pay the costs of issuing the Bonds (including, but not limited to, attorneys' fees, underwriter fees, engineering fees and appraisal fees) and pay any additional administrative costs to be incurred by the County in connection with the administration and operation of the CDA. Any costs associated with the acquisition, design, construction and development of the Improvements that exceed the proceeds of the Bonds allocated therefor shall be the responsibility of the Developer, Watkins and Gray. If there are any Bond proceeds remaining after the completion of the acquisition, design, construction and development of the Improvements, such excess proceeds shall be used to pay down the Bonds. The Bonds shall have a term of no longer than thirteen (13) years from the date of issuance of the Bonds, inclusive of the capitalized interest period. The CDA will not issue any additional bonds or undertake any financing, including any refunding bonds, without the prior approval of the Board of Supervisors. Interest on the Bonds shall not be paid from Incremental Tax Revenues, as described below, or other revenues pledged to payment of the Bonds until moneys deposited in the capitalized interest account under the Indenture have been expended.

2. **Development of Improvements.** The Improvements to be financed with the proceeds of the Bonds, along with other funds provided by the Developer, Watkins and Gray consist of various transportation infrastructure more particularly described in the Petition and in Exhibit B hereto. Amounts not needed for any portion of the Improvements shown on Exhibit B may be reallocated first to other Improvements shown on Exhibit B and then to such associated transportation improvements as may be approved by the CDA and the County. The CDA, or the Developer or its designee, on behalf of the CDA, will enter into contracts for the acquisition, design, construction, project management and development of the Improvements. In connection with the foregoing, the CDA will comply with all applicable requirements of the Virginia Public Procurement Act.

3. **Submission of Information.** Before the issuance of the Bonds, the Developer or the CDA, as appropriate, will submit to the County Administrator and the County's Budget Director a Limited Offering Memorandum or other disclosure document to be used in connection with the sale of the Bonds and such other information with respect to the CDA's finances and the issuance of the Bonds as the County Administrator or the County's Budget Director may reasonably request. Such documents will be furnished to the County solely for informational purposes and receipt of any such document does not constitute approval of any such document by the County or any person not submitting such documents.

4. Special Assessments and Incremental Tax Revenues.

(a) Special Assessment. (i) Request for Collection -- Not later than April 5 of each year, commencing in 2008, the CDA will furnish the annual report described in paragraph 5(f) to the County and will request the County to collect annual installments (the "Annual Installment") of a special assessment (the "Special Assessment") within the CDA District pursuant to Virginia Code Section 15.2-5158(A)(5) in an amount to be determined in accordance with the Rate and Method of Apportionment of Special Assessment attached hereto as Exhibit D (the "Rate and Method"), which amount may be zero with respect to one or more parcels of land. In making the above request, the CDA will provide such information as the County may request to enable it to collect the Annual Installment. The Special Assessment shall be in an amount equal to debt service on the Bonds, administrative expenses of the County in connection with the levy and collection of the Special Assessment and the performance of its obligations hereunder, less other amounts available for the payment of such debt service and expenses (the "Assessment Amount"). The Annual Installment shall be equal to the Assessment Amount due in any calendar year.

(ii) County's Agreement with respect to Assessment; Assignment -- The County Administrator or other officer responsible for proposing the County's budget to the Board of Supervisors shall propose payments to the CDA to be derived from such Annual Installment in the County's budget for each fiscal year any Bonds are outstanding; provided that such payments shall be made only to the extent of available Annual Installment revenues. The County agrees that so long as the Bonds are outstanding that the County will collect the Annual Installment and pay the amounts received thereunder to the CDA, subject to appropriation each year by the Board of Supervisors. The County pledges and assigns all of its right, title and interest in the Annual Installment to the CDA (except amounts that may be retained by the County to pay administrative costs, as described below in paragraph 4(c)). The CDA, in turn, will pledge and assign all of its right, title and interest in the Annual Installment to the trustee for the Bonds (the "Trustee") or its successor who will use the moneys received, except for amounts segregated for administrative expenses, to make debt service payments on the Bonds before forwarding any remainder to the CDA and the County agrees to make all such payments directly to the Trustee for the Bonds. The Annual Installment assigned by the County includes any payments from foreclosures, less costs of collection, and excludes administrative fees for the cost of administration as described in paragraph 4(c) herein. The CDA has the right to retain a portion of the payments assigned by the County to pay the CDA's administrative expenses and such portion of the payments is not pledged or assigned to the Trustee for the Bonds.

The County's obligation to make payments to the CDA of the Annual Installment shall not be deemed to be a general obligation of the County, shall be payable solely from payments of the Annual Installment received by the County and shall be subject to and dependent on appropriations being made from time to time of the Annual Installment by the Board of Supervisors for such purpose.

(iii) Landowners' Agreement with Respect to Assessment -- In accordance with Virginia Code Sections 15.2-5158(A)(5) and 15.2-2405 the parties hereto agree to the Special Assessment to be levied and apportioned in accordance with this Memorandum and the

Rate and Method which is incorporated as though set forth fully herein. The Developer and the Additional Property Owners for themselves and their successors and assigns represent and agree that the Special Assessment, as apportioned pursuant to the Rate and Method, does not exceed the peculiar benefit to the assessed property resulting from the Improvements and is apportioned to property within the CDA District on a rational basis. The Developer and the Additional Property Owners each acknowledge that the County may commence foreclosure proceedings for the collection of delinquent Special Assessments on parcels within the CDA District. In order to reduce the likelihood of any prolonged foreclosure actions, the Developer and each Additional Property Owner, as appropriate, will provide for facilitated service of process with respect to any foreclosure action in respect of delinquent Special Assessments levied in the CDA District and will waive affirmative defenses to any such foreclosure action pertaining to the formation of the District and its financing structure, including the Rate and Method, the validity of the Bonds, the requirements of the Indenture and the priority of CDA District liens and foreclosure of liens to collect delinquent Special Assessments, provided, however, that such waiver is effective only to the extent the Developer or any Additional Property Owner, as appropriate, may in a separate legal action (and not as an affirmative defense in any foreclosure action) challenge any levy not made in accordance with the terms of the Rate and Method, or in accordance with the procedure established in the County with regard to foreclosure procedures in general.

(iv) Billing and Collection of Annual Installment -- The County shall bill the Annual Installment, to the extent the CDA requests collection of the Annual Installment, in the same manner and at the same time as it bills its real estate taxes. The amount of the Annual Installment for each parcel will be recorded in the County land records such that the public will have access to its existence. Penalties and interest on delinquent payments of the Annual Installment shall be charged as provided by law. The Annual Installment shall be included in a separate bill in the same envelope as the County's regular real estate tax bill, and shall be collected on the same dates as the County's real estate taxes. Payments of the Annual Installment collected by the County shall be segregated from all other funds of the County and may not be used for any other purpose by the County.

(v) Collection of Delinquent Assessments -- The County's customary tax payment enforcement proceedings will apply to the collection of any delinquent payment of the Annual Installment. The County shall pursue the collection of delinquent payments with the same diligence it employs in the collection of the County's general *ad valorem* real estate taxes, including the commencement of tax foreclosure proceedings to the extent provided by the then-current statutes of the Commonwealth of Virginia. The County agrees that it will provide notice to the CDA of any legal proceedings to be instituted for the collection of delinquent payments of the Annual Installment. The parties understand and agree that the County's ordinary discretion in this regard allows it to decide not to expend resources to collect *de minimis* outstanding amounts; provided that the County will obtain the CDA's consent with respect to any such amounts in excess of \$200. The CDA agrees to cooperate with the County in any such enforcement action.

(vi) Surplus – If the Incremental Tax Revenues (hereinafter defined) available to the CDA in any calendar year exceed the Annual Installment for such calendar year, such excess shall be deemed a "Surplus". Any Surplus shall be deposited by the County in an escrow account (the "Escrow Account") to be established with the Trustee under the Indenture to be used

in the event that Incremental Tax Revenues in any year are less than amounts needed to pay the Annual Installment for such year; provided, however, that if in any year the financial report submitted in accordance with paragraphs 4(a) and 5(f) shows that the Incremental Tax Revenues available for debt service on the Bonds in the prior year, and the Incremental Tax Revenues projected to be available for debt service on the Bonds in the current year, are each at least equal to 1.5 times debt service on the Bonds, the County shall not be required to deposit any Surplus in the Escrow Account in the current year. If any portion of the Annual Installment for a given calendar year was collected by the County from the Developer or any Additional Property Owners, the Surplus shall be used to reimburse the Developer or the Additional Property Owners, as appropriate, for that portion of the Annual Installment for such calendar year that was actually collected from the Developer or any Additional Property Owners by the County in accordance with the Rate and Method. The County and the CDA agree that any Surplus payable to the Developer or any Additional Property Owners pursuant to this subparagraph (vi) shall, subject to appropriation by Board of Supervisors, be paid to the County's Economic Development Authority or other entity legally authorized to make payments to the Developer or any Additional Property Owners.

Any amounts on deposit in the Escrow Account after the Bonds have been re-paid in full, or provision for their re-payment in full has been made, and any reimbursements to the Developer or any Additional Property Owner have been made as provided above, shall be paid to the County.

(b) Incremental Tax Revenues -- The County agrees to pay to the CDA certain Incremental Tax Revenues, determined as set forth below, each year as long as any Bonds are outstanding, subject to appropriation each year by the Board of Supervisors. The County Administrator or other officer responsible for proposing the County's budget to the Board of Supervisors shall propose payments to the CDA to be derived from such Incremental Tax Revenues in the County's budget for each fiscal year any Bonds are outstanding; provided that such payments shall be made only to the extent of available Incremental Tax Revenues.

The County's obligation to make payments to the CDA of Incremental Tax Revenues shall not be deemed to be a general obligation of the County, shall be payable solely from payments of the Incremental Tax Revenues received by the County and shall be subject to and dependent on appropriations being made from time to time of Incremental Tax Revenues by the Board of Supervisors for such purpose.

The Incremental Tax Revenues shall equal the sum of all Real Property Tax Incremental Revenues and Sales Tax Revenues, each as hereinafter defined. "Real Property Tax Incremental Revenues" means 50% of the County's regular ad valorem real property tax revenues (not including any special tax revenues) collected each calendar year by the County within the CDA District (including payments of any "roll back" taxes) which exceed the ad valorem real property tax revenues collected by the County within the CDA District during calendar year 2006 which base amount is \$82,000. "Sales Tax Revenues" means 25% of the County's sales tax revenues consisting of the "local portion" of the sales tax collected each calendar year by the County from retail establishments located within the CDA District.

Real Property Tax Incremental Revenues shall be paid semi-annually by the County to the Trustee, as assignee of the CDA, in an amount equal to one-half of the Real Property Tax Incremental Revenues for such calendar year (but not exceeding actual Real Property Tax Incremental Revenues collected in such calendar year), on each August 1 and February 1, beginning August 1, 2008.

Sales Tax Revenues shall be paid annually by the County to the Trustee, as assignee of the CDA, on each August 1, beginning August 1, 2008, in an amount equal to Sales Tax Revenues collected in the prior calendar year, as determined by the County.

After the Bonds have been re-paid in full, or provision for their re-payment in full has been made, the tax increment contribution plan shall expire and all Incremental Tax Revenues shall thereafter be retained by the County.

(c) Administrative Costs -- If requested by the County, the CDA shall reimburse the County for its reasonable costs and expenses associated with the CDA, including the administration and collection of the revenues payable to the CDA. Administrative expenses (not to exceed \$70,000 in the first year the Annual Installment is collected and \$2,500 in subsequent years) may be deducted by the County in its remittance to the CDA or the Trustee for the Bonds; provided that the initial payment of \$70,000 may be paid from proceeds of the Bonds in lieu of deducting it from the first payment of the Annual Installment. In addition to administrative expenses, the County shall be entitled to recover any additional costs incurred by the County in conjunction with any and all proceedings to collect the amounts payable to the CDA hereunder, including tax foreclosure, administrative and other proceedings.

(d) Notice to Subsequent Landowners – The Developer and the Additional Property Owners will include in each sales contract and each deed for the conveyance of a fee simple interest in any portion of land within the CDA District that is subject to an outstanding Special Assessment a disclosure statement that includes a statement of the amount of the applicable portion of the Special Assessment and setting forth the name and address of the CDA's administrator or other location where information regarding the CDA and the Special Assessment may be obtained. All such sales contracts and deeds shall also include a covenant that all subsequent deeds conveying any fee simple interest in land within the CDA District that is subject to an outstanding Special Assessment include such disclosure statement. The Developer and the Additional Property Owners each agree that they will notify the CDA and the CDA's administrator in writing, within ten (10) days after recordation of a deed of conveyance, of the sale of any land owned by the Developer or any Additional Property Owner, as appropriate, indicating the tax map parcel number of the property sold and the purchaser of the property.

5. Additional Covenants.

(a) The Developer and the CDA agree that all improvements financed with proceeds of the Bonds will be conveyed to the County or other appropriate public entity. The County or other appropriate public entity shall undertake ownership, operation and maintenance

of all such improvements within [90] days following the completion thereof, subject to the satisfaction of the requirements outlined in paragraph 5(g) below.

(b) The Developer and the CDA agree that no payments will be requested by the CDA from the County other than the payments described herein. **The Bonds will not constitute a debt or pledge of the full faith and credit of the County and will not impose any liability on the County and the documents pursuant to which the Bonds are issued and sold will contain a statement to that effect in form satisfactory to the County.**

(c) The CDA will sell the Bonds only in minimum denominations of \$100,000 and appoint Stone & Youngberg LLC as the underwriter for the Bonds.

(d) The Developer (1) will enter into guaranteed maximum price contracts or similar fixed price contracts for the design and construction of the Improvements and (2) will obtain payment and performance bonds and/or completion bonds from the general contractor for such contracts acceptable to the County Administrator. Before delivery of such guaranteed maximum price contracts or similar fixed price contracts and bonds, CDA Bond proceeds will be expended only for costs of issuing the Bonds and for capitalized interest payments and no Bond proceeds will be expended for design and construction of the Improvements until such contracts and payment and performance and/or completion bonds have been delivered.

(e) The CDA agrees to comply with the continuing disclosure requirements of Securities and Exchange Commission Rule 15c2-12 even if the Bonds are exempt from such Rule and to furnish copies of all filings under such Rule to the County Administrator within 15 days after filing. The Developer and the County shall cooperate with CDA and shall endeavor to provide information with respect to the Developer, the Improvements and the Special Assessment and Incremental Tax Revenues, as appropriate, reasonably requested by the CDA in connection with the CDA's disclosure obligations.

(f) The CDA will engage a professional administrator to oversee its financial affairs and shall obtain an annual report of the CDA's finances from such administrator. Copies of such financial report and all other reports required by the Trustee for the Bonds and the owners of the Bonds shall be furnished to the County Administrator and the County's Budget Director as soon as they are available to the CDA. The CDA will provide draft annual financial statements to the County by August 31 and audited financial statements to the County by September 30 of each year prepared in accordance with generally accepted accounting principles. Unless otherwise approved by the County, the CDA's audited financial statements will be audited by the auditor engaged by the County to audit the County's financial statements. The fiscal year of the CDA shall be from July 1 through June 30.

(g) The Developer and the CDA agree that the Improvements will be built in accordance with all applicable federal, state and local laws, rules and regulations and that the Improvements will be built in compliance with all applicable specifications of the County and the Virginia Department of Transportation.

6. **Approved Budget; and Notice of Appropriation.** The County shall furnish to the Developer, the CDA and the Trustee for the Bonds as soon as available a copy of the approved budget of the County for the next succeeding fiscal year of the County. The County Administrator shall deliver to the CDA and to the Trustee for the Bonds within 10 days after the beginning of each of the County's fiscal years a written notice specifying the amounts appropriated by the Board of Supervisors to the CDA during such fiscal year. The County agrees to notify the Trustee for the Bonds and each Nationally Recognized Municipal Securities Information Repository and any State Information Depository within the Commonwealth of Virginia in the event the Board of Supervisors fails to appropriate any amounts payable hereunder by the County.

7. **Prerequisites to Issuance of Bonds.** The CDA agrees that it will not issue Bonds until the Developer and the Additional Property Owners have satisfied the prerequisites set forth in this paragraph. The Developer and each Additional Property Owner agrees that it will provide the following to the County in form and substance reasonably satisfactory to the County before the issuance of the Bonds:

(a) such information and assurances as are necessary to complete the disclosure documents prepared in connection with the sale of the Bonds;

(b) evidence of the ability of the Developer and the Additional Property Owners to substantially complete their respective portions of the Project within 36 months after issuance of the Bonds and evidence of the ability of the Developer to substantially complete the Improvements within 16 months after the issuance of the Bonds, subject in each case to Force Majeure, including (i) final or near final cost calculations for the Project and the Improvements; and (ii) disbursement schedules for the Bond proceeds;

(c) confirmation that the Project complies with all applicable zoning requirements; and

(d) such engineering and other reports regarding the Improvements and the Project as the County shall reasonably require.

8. **Approval by County.** Any approval or consent required of the County under this Memorandum may be given by the County Administrator or such officer's designee unless action by the Board of Supervisors is expressly required.

9. **Successors and Assigns.** This Memorandum shall be binding upon, inure to the benefit of and be enforceable by the parties and their respective successors and assigns.

10. **Amendments.** This Memorandum may be amended only in writing signed by each of the parties hereto or their successors and assigns.

11. **Term.** This Memorandum shall be in full force and effect until all Bonds have been paid or deemed no longer outstanding under the Indenture.

12. **Severability.** If any clause, provision or section of this Memorandum is held to be illegal or invalid by any court, the invalidity of the clause, provision or section shall not affect any of the remaining clauses, provisions or sections, and this Memorandum shall be construed and enforced as if the illegal or invalid clause, provision or section had not been contained in it.

13. **Counterparts.** This Memorandum may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which together shall constitute but one and the same instrument.

14. **Recitals.** The recitals set forth at the beginning of this Memorandum are incorporated into and made a part of this Memorandum as though they were fully set forth in this Section 14 and constitute representations and understandings of the parties hereto.

15. **Governing Law and Venue.** This Memorandum shall be governed by the laws of the Commonwealth of Virginia. Any lawsuit, action or proceeding arising under this Memorandum shall be brought exclusively in the Circuit Court of the County of Chesterfield, Virginia.

16. **Notices.** Any notice, request or other deliveries required to be given hereunder shall be deemed given if sent by registered or certified mail, or overnight delivery service, postage prepaid, addressed to the following addresses:

County: 9901 Lori Road
P. O. Box 40
Chesterfield, VA 23832
Attention: County Administrator

CDA: _____

Attention: Chairman

CDA Administrator MuniCap, Inc.
8340 Governor Ridgley Lane
Ellicott City, MD 21043
Attention: Keenan Rice

Developer: Metropolitan Partnership, Ltd.
11111 Sunset Hills Road, Suite 111
Reston, VA 20190
Attention: Cary M. Euwer, Jr.
President and Chief Executive Officer

and Zaremba Richmond, LLC
14600 Detroit Avenue, Suite 1500
Lakewood, OH 44107
Attention: Barbara VonBenken
Assistant Vice President/Secretary

Any party may designate any other addresses for notices or requests or other deliveries by giving notice under this Section 16.

WITNESS the following signatures.

BOARD OF SUPERVISORS OF THE COUNTY
OF CHESTERFIELD, VIRGINIA

By: _____
Title: Chairman

WATKINS CENTRE COMMUNITY
DEVELOPMENT AUTHORITY

By: _____
Title: Chairman

ZAREMBA METROPOLITAN MIDLOTHIAN,
LLC

By: Zaremba Richmond, LLC

By: _____
Title: Manager

WATKINS LAND, L.L.C.

By: _____
Title: Manager

SUNTRUST BANK

By: _____
Title: _____

VILLAGE BANK

By: _____
Title: _____

BRANCH BANKING & TRUST COMPANY OF
VIRGINIA

By: _____
Title: _____

BEP LIMITED PARTNERSHIP

By: _____
Title: _____

REBKEE PARTNERS WESTCHESTER, LLC

By: _____
Title: _____

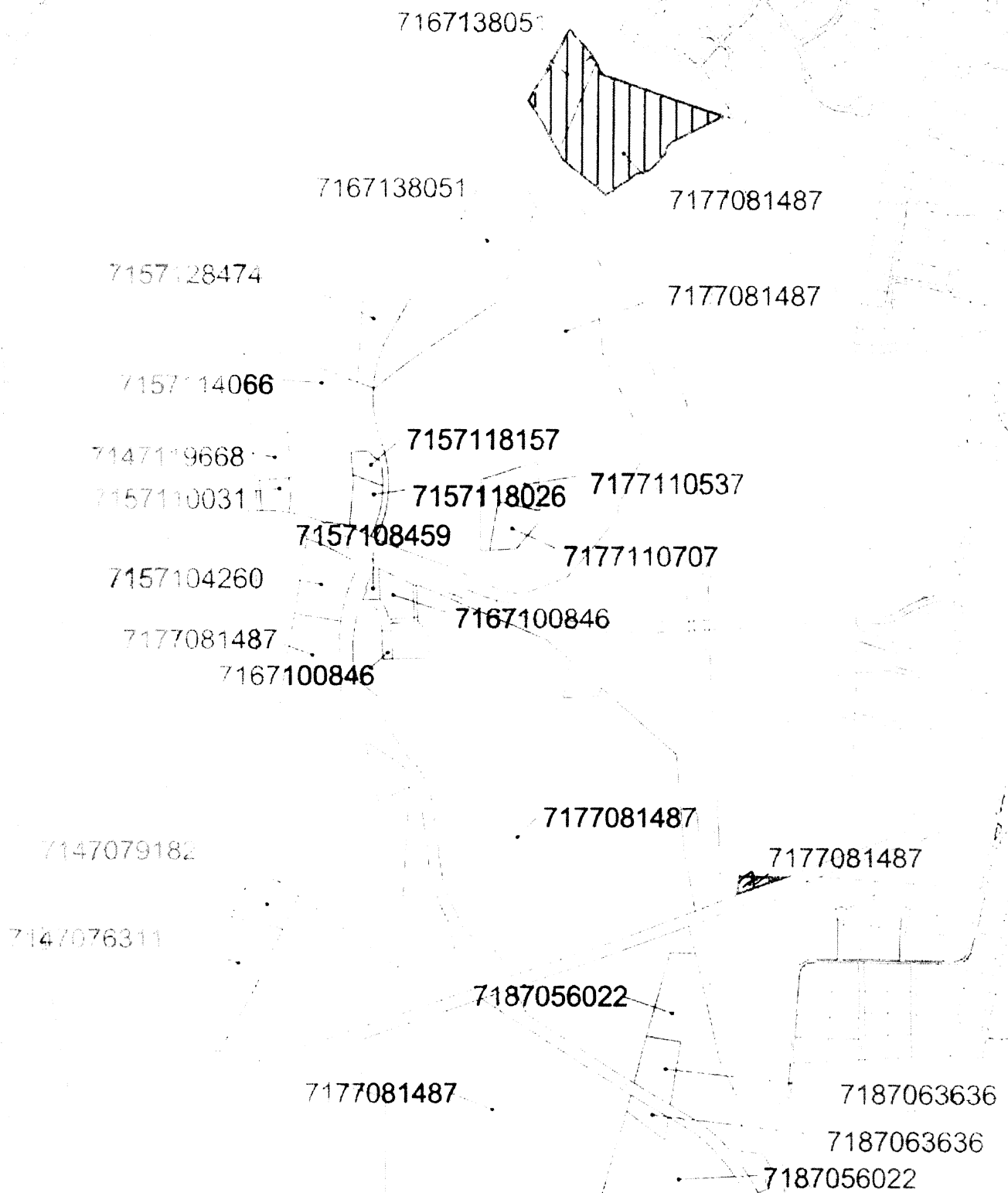
GRAY LAND AND DEVELOPMENT
COMPANY, LLC

By: _____
Title: _____

The undersigned Treasurer of the County executes this Memorandum for purposes of agreeing to the provisions of Paragraph 4.

Name: _____
Title: Treasurer, County of Chesterfield, Virginia

- Exhibit A – Plat Depicting Property
- Exhibit B – Description of Transportation System Improvements
- Exhibit C – Ordinance
- Exhibit D – Rate and Method of Apportionment of Special Assessment



Gpin	Ownername	Bplotsize	Owneradd	Owncrcity	Ownr	Houseno	Streethname	Streettype
7157114066	BEP LIMITED PARTNERSHIP	25.55	1422 BURTONWOOD DR	GASTONIA	NC	28054	MIDLOTHIAN	TK
7157118026	BEP LIMITED PARTNERSHIP	2.465	1422 BURTONWOOD DR	GASTONIA	NC	28054	MIDLOTHIAN	TK
7157110031	BRANCH BANKING & TRUST CO VA	1.574	2400 REYNOLDA RD	WINSTON-SALEM	NC	27106	MIDLOTHIAN	TK
7157128474	GRAY LAND AND DEV COMPANY LLC	4.63	5004 MONUMENT AV	RICHMOND	VA	23230	MIDLOTHIAN	TK
7147119668	REBKEE PARTNERS WESTCHESTER LLC	3.741	1020 OLD BON AIR RD	RICHMOND	VA	23235	MIDLOTHIAN	TK
7157118157	SUNTRUST BANK	1.311	919 MAIN ST	RICHMOND	VA	23219	MIDLOTHIAN	TK
7157104260	VILLAGE BANK & TRUST FIN CORP	6	1231 ALVERSER DR	MIDLOTHIAN	VA	23113	WATKINS CENTRE	PY
7157108459	WATKINS CHRISTOPHER O ET ALS	0.724	3220 CLINTWOOD RD	MIDLOTHIAN	VA	23112	MIDLOTHIAN	TK
7167100846	WATKINS CHRISTOPHER O ET ALS	2.813	3220 CLINTWOOD RD	MIDLOTHIAN	VA	23112	MIDLOTHIAN	TK
7167102342	WATKINS CHRISTOPHER O ET ALS	0.195	3220 CLINTWOOD RD	MIDLOTHIAN	VA	23112	MIDLOTHIAN	TK
7167138051	WATKINS DANIEL S & MARIA RICE	34.067	106 CAPITAL LN	FOREST	VA	24551	MIDLOTHIAN	TK
7147076311	WATKINS LAND LLC	6	101 DRY BRIDGE RD	MIDLOTHIAN	VA	23114	DRY BRIDGE	RD
7147079182	WATKINS LAND LLC	3.77	101 DRY BRIDGE RD	MIDLOTHIAN	VA	23114	DRY BRIDGE	RD
7177081487	WATKINS LAND LLC	409.388	101 DRY BRIDGE RD	MIDLOTHIAN	VA	23114	MIDLOTHIAN	TK
7177110537	WATKINS LAND LLC	4.09	101 DRY BRIDGE RD	MIDLOTHIAN	VA	23114	MIDLOTHIAN	TK
7177110707	WATKINS LAND LLC	2.769	101 DRY BRIDGE RD	MIDLOTHIAN	VA	23114	MIDLOTHIAN	TK
7187056022	WATKINS LAND LLC	13.694	101 DRY BRIDGE RD	MIDLOTHIAN	VA	23114	MIDLOTHIAN	TK
7187063636	WATKINS LAND LLC	6.434	101 DRY BRIDGE RD	MIDLOTHIAN	VA	23114	OTTERDALE	RD
		529.215					OTTERDALE	RD
Less Approximate Adjustment for Parcels East of Rt. 288 (parcels indicated by cross marks on the map)		-25						
Approximate Area of Watkins CDA		504.215						
Janaury, 2007								

Description of Transportation System Improvements

<u>Improvement</u>	<u>Total Estimated Cost</u>
Design, earthworks, storm water management, wetland fees, permit fees, signage, inspections, access fees (includes \$2,150,000 CDA portion)	\$4,875,100
Watkins Centre Parkway Construction (includes \$1,200,000 CDA portion)	\$3,745,000
Watkins Center Parkway (South)/288 improvements	\$4,140,675
Watkins Center Parkway (North)/288 improvements	\$3,348,880
Route 60 Improvements	\$3,659,500
Traffic Signal Watkins Center Parkway/Rt. 60	\$250,000
Other associated transportation improvements as approved by the CDA and the County	\$950,000
Management Fee (includes \$300,000 CDA portion)	\$660,400
Total:	\$21,629,555
CDA bond funded portion	\$12,339,555
Developer funded portion	\$9,290,000

AN ORDINANCE TO AMEND THE CODE OF
THE COUNTY OF CHESTERFIELD, 1997, AS AMENDED,
BY ADDING CHAPTER 9, ARTICLE XVI,
SECTIONS 9-219, 9-220, 9-221, 9-222, 9-223, 9-224, 9-225
AND 9-226 CREATING THE WATKINS CENTRE
COMMUNITY DEVELOPMENT AUTHORITY

BE IT ORDAINED by the Board of Supervisors of Chesterfield County:

WHEREAS, the Board of Supervisors of Chesterfield County, Virginia (the "Board") has received a petition (the "Petition") from certain landowners (collectively, the "Landowners") for the creation of the Watkins Centre Community Development Authority (the "CDA"), and the Landowners have represented that they own more than 51% of the land within the proposed CDA district; and

WHEREAS, a public hearing has been held on August 23, 2006 by the Board on the adoption of this Ordinance and notice has been duly provided as set forth in §15.2-1427 of the Code of Virginia of 1950, as amended and §§15.2-5104 and 15.2-5156 of the Virginia Water and Waste Authorities Act, Chapter 51, Title 15.2, Code of Virginia of 1950, as amended (the "Act"); and

WHEREAS, the Board proposes to create the CDA in order to provide the transportation improvements described in the Petition; and

WHEREAS, the creation of the CDA to assist in financing the transportation improvements described in the Petition in connection with the proposed development within the CDA district will benefit the citizens of Chesterfield County, Virginia (the "County") by promoting increased employment opportunities, a strengthened economic base, increased tax revenues and additional business, retail and recreational opportunities, and will meet the increased demands placed upon the County as a result of development within the CDA district; and

WHEREAS, the Landowners have waived in writing their right to withdraw their signatures from the Petition in accordance with §15.2-5156 of the Act.

(1) NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF SUPERVISORS OF CHESTERFIELD COUNTY, VIRGINIA, that Sections 9-219 through 9-227 of the Code of the County of Chesterfield, 1997, as amended, are hereby enacted as follows:

Section 9-219 Creation of Authority. The Watkins Centre Community Development Authority (CDA) is hereby created as a political subdivision in accordance with the applicable provisions of the Virginia Water and Waste Authorities Act (the "Act"). The CDA shall have the powers set forth in the Act.

Section 9-220. Boundaries of CDA. The CDA boundaries shall initially include the property identified in Exhibit A, attached to this ordinance and presented to the Board of Supervisors upon creation of the District (the "Initial CDA District"). In accordance with §15.2-5157 of the Act, a copy of this Ordinance shall be recorded in the land records of the Circuit

Court of Chesterfield County for each tax map parcel in the CDA district as such CDA district exists at the time of issuance of the CDA's bonds (the "Bonds") and the CDA district shall be noted on the land records of the County. The Board of Supervisors, upon the request of the CDA or the Landowners, may, by adopting an amendment to this Ordinance, release or exclude from the CDA district (i) at any time before the issuance of the Bonds certain portions of land as long as at least 250 acres of land remain in the CDA district and (ii) after the issuance of the Bonds only de minimis portions of land not to exceed approximately two acres. In addition, the CDA may release and exclude from the CDA district parcels of land with respect to which all special assessments have been paid or prepaid.

Section 9-221. Facilities and Services. The CDA is created for the purpose of exercising the powers set forth in the Act, including financing, constructing, acquiring and developing, and owning and maintaining if necessary, certain transportation infrastructure in connection with the development of a mixed-use project consisting of commercial, industrial and office components as more particularly described in the Petition (the "Improvements"). The CDA shall have all the powers provided by the Act. The CDA shall not provide services which are provided by, or obligated to be provided by, any authority already in existence pursuant to the Act unless such authority provides the certification required by §15.2-5155 of the Act.

Section 9-222. Articles of Incorporation. Attached as Exhibit B and presented to the Board of Supervisors at the time of the adoption of this Ordinance are the proposed Articles of Incorporation of the CDA. The County Administrator is authorized and directed to execute and file such Articles of Incorporation on behalf of the Board with the State Corporation Commission in substantially the form attached as Exhibit B with such changes, including insubstantial changes to the boundary description of the CDA district described therein, as the County Administrator may approve. The County Administrator is authorized to approve such changes or corrections to the Articles of Incorporation prior to filing with the State Corporation Commission as do not change the purpose or function of the CDA as set forth in this Ordinance and in the Petition.

Section 9-223. Capital Cost Estimates. The Board hereby finds, in accordance with §15.2-5103(B) of the Act, that it is impracticable to include capital cost estimates, project proposals and project service rates, except as preliminarily summarized in the Petition.

Section 9-224. Membership of the Authority.

(a) The powers of the CDA shall be exercised by an authority board consisting of five members.

(b) All members of the CDA board shall be appointed by the Board by resolution in accordance with the provisions of §15.2-5113.

(c) The initial members of the CDA board shall be as set forth in the Articles of Incorporation for the terms set forth therein.

(d) Each CDA board member shall receive such compensation from the CDA for his or her services as a CDA board member as may be authorized from time to time by resolution of

the CDA board, provided that no member shall receive compensation in excess of \$300 per meeting attended unless authorized by resolution of the Board.

Section 9-225. Plan of Finance; Issuance of Bonds.

(a) The improvements, services and operations to be undertaken by the CDA as described herein and in the Petition shall be funded from all or some of the following sources: (i) the Bonds to be issued by the CDA; (ii) special assessments to be levied pursuant to Virginia Code Section 15.2-5158A5; and (iii) contributions made by the County of certain incremental tax revenues generated within the CDA district as more particularly described in the Petition and in the Memorandum of Understanding to be entered into by the CDA, the County and the Landowners.

(b) Upon the enactment of this Ordinance, the CDA will engage a professional administrator to prepare, with the assistance of the County, an assessment roll for all parcels of land within the CDA district. Such administrator will annually calculate the incremental tax revenues collected within the CDA district and will prepare a report which details the amount of the special assessment, if any, owed by the owner of each parcel of land within the CDA district.

(c) The Bonds to be issued by the CDA will be tax-exempt bonds and will not exceed a maximum aggregate amount of \$16,000,000. The proceeds from the sale of the Bonds will be used to pay the costs of the Improvements as described herein and in the Petition, the costs of issuing the Bonds and any required reserves, and interest on the Bonds for a period up to twenty-six (26) months after the issuance of the Bonds. If there are any proceeds from the sale of the Bonds remaining after the payment of these costs, such excess proceeds shall be used to pay down the Bonds. If the proceeds from the sale of the Bonds are insufficient to pay these costs, the Petitioners shall be solely responsible for paying any deficiency.

(d) Any bonds issued by the CDA or any other financing arrangements entered into by the CDA will be debt of the CDA, will not be a debt or other obligation of the County and will not constitute a pledge of the faith and credit of the County.

Section 9-226 Recordation of Ordinance. In accordance with §15.2-5157 of the Act, the Board hereby directs the Clerk of the Circuit Court of the County to record a copy of this Ordinance in its land records for each tax map parcel included in the CDA district and to note the existence of the CDA district on the land records of the County.

(2). This Ordinance shall take effect immediately.

The undersigned Clerk of the Board of Supervisors of Chesterfield County, Virginia, certifies that the foregoing constitutes a true, complete and correct copy of an Ordinance enacted at a regular meeting of the Board of Supervisors of the County of Chesterfield, Virginia, held on _____, 2006.

Clerk, Board of Supervisors,
Chesterfield County, Virginia

Exhibits:

- A – Initial CDA District Boundaries
- B – Proposed Articles of Incorporation

EXHIBIT A

Description of Community Development Authority Boundaries

<u>Tax Map Parcel</u>	<u>Owner</u>	<u>Acreage</u>
714-707-6311	WATKINS LAND L.L.C.	6.0
714-707-9182	WATKINS LAND L.L.C.	3.77
714-712-9323	WATKINS LAND L.L.C.	7.0
715-710-8459	WATKINS CHRISTOPHER O, ALIDA N. MARTIN, JANET N. KALENIAN	0.869
715-711-0444	WATKINS LAND L.L.C.	5.0
715-711-4043	WATKINS DANIEL S	5.32
715-712-3508	WATKINS LAND L.L.C.	7.0
716-710-0846	WATKINS CHRISTOPHER O, ALIDA N. MARTIN, JANET N. KALENIAN	2.813
716-710-2342	WATKINS CHRISTOPHER O, ALIDA N. MARTIN, JANET N. KALENIAN	0.195
716-713-6822	WATKINS DANIEL S & MARIA RICE	28.192
715-712-8474	GRAY LAND AND DEVELOPMENT COMPANY LLC	4.63
717-708-5080	WATKINS LAND L.L.C.	406.45
717-711-0537	WATKINS JEANNE G TRUSTEE	4.09
717-711-0707	HUGHES RYLAND J & JEANNE W	2.769
718-705-6022	WATKINS LAND L.L.C.	13.694
718-706-3636	WATKINS LAND L.L.C.	6.434
	Total Acres:	504.226

W098455.1

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**Articles of Incorporation
of
Watkins Centre Community Development Authority**

The undersigned, pursuant to Chapter 51, Title 15.2 of the Code of Virginia, adopts the following Articles of Incorporation for the Watkins Centre Community Development Authority and states as follows:

Article I

Name

The name of this Authority is WATKINS CENTRE COMMUNITY DEVELOPMENT AUTHORITY (the "Authority").

Article II

Organization

Pursuant to an ordinance adopted by the Board of Supervisors of Chesterfield County, Virginia ("Board of Supervisors") on August 23, 2006 (the "Ordinance"), the Authority shall be organized by the County of Chesterfield, Virginia (the "County") under the Virginia Water and Waste Authorities Act (Chapter 51, Title 15.2 of the Code of Virginia of 1950, as amended) (the "Act"), as a political subdivision governed by the laws of the Commonwealth of Virginia.

Article III

Members

The affairs of the Authority shall be conducted by an authority board of five members ("CDA Board"). The initial CDA Board members are as set forth in Exhibit A attached hereto and incorporated by reference. All subsequent members shall be appointed by resolution of the Board of Supervisors. Each member shall serve a four year term, except the initial members who shall serve the terms of office set forth in Exhibit A hereto. The election of officers of the Authority shall be as set forth in the By-Laws of the Authority. Qualifications and appointment of members of the CDA Board shall be consistent with the requirements of the Act.

The CDA Board shall have the powers and duties set forth in the Act and in these Articles of Incorporation and the By-Laws, to the extent that such powers and duties are not inconsistent with the Act.

Article IV

Principal Office

The Authority's principal office shall be c/o Watkins Land, L.L.C., 101 Dry Bridge Road, Midlothian, Virginia 23114. The Authority may conduct its business and maintain offices for

such purposes at such other places within or without the County as may from time to time be deemed advisable by the CDA Board, and not in conflict with the requirements of the Act.

Article V

Authority District

The land initially encompassed within the Authority is set forth in Exhibit B attached hereto (the "Initial Authority District") provided that the Board of Supervisors by amendment of the Ordinance, upon the request of the Authority or the landowners petitioning to create the Authority, may release and exclude from the Authority district (i) at any time before the issuance of the Authority's bonds certain portions of land as long as at least [250] acres of land remain in the Authority district and (ii) after such bonds are issued only certain de minimis portions of land not to exceed approximately two acres. In addition, the Authority may release and exclude from the Authority district portions of land with respect to which all special assessments have been paid or prepaid.

Article VI

Purposes and Powers

The Authority is organized for the purpose of exercising all powers granted by the Act, including financing, planning, acquiring and constructing transportation infrastructure improvements generally described in the Petition to create the Authority attached hereto as Exhibit C. The Authority shall have all powers granted to a "community development authority" under the Act.

Article VII

Not-for-Profit

The Authority shall not be organized or operated for pecuniary gain or profit. No part of the net earnings of the Authority shall inure to the benefit of, or be distributable to any member, director, officer, or any other private person, except that the Authority shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments in furtherance of the purposes set forth in Article VI.

Article VIII

Amendment of Articles

These Articles of Incorporation may be amended at any time and from time to time by the Board of Supervisors as now or hereafter prescribed by the Act.

Article IX

Registered Office and Registered Agent

The address of the initial registered office of the Authority is c/o Edmund S. Pittman, McGuireWoods LLP, One James Center, 901 East Cary Street, Richmond, Virginia 23219. The initial Registered Agent of the Authority is Edmund S. Pittman, whose business address is identical to that of the initial registered office and who is a resident of Virginia and a member of the Virginia State Bar.

Article X

Initial Members

The names and addresses of the initial members of the CDA Board are as set forth on the attached and incorporated Exhibit A.

Article XI

Indemnification

(a) For purposes of this Article XI the following definitions shall apply:

(i) "expenses" include counsel fees, expert witness fees, and costs of investigation, litigation and appeal, as well as any amounts expended in asserting a claim for indemnification;

(ii) "liability" means the obligation to pay a judgment, settlement, penalty, fine, or other such obligation;

(iii) "legal entity" means a corporation, limited liability company, partnership, joint venture, trust, employee benefit plan or other enterprise; and

(iv) "proceeding" means any threatened, pending, or completed action, suit, proceeding or appeal whether civil, criminal, administrative or investigative and whether formal or informal.

(b) In every instance in which the Virginia Nonstock Corporation Act, as it exists on the date hereof or may hereafter be amended, permits the limitation or elimination of liability of directors or officers of a corporation to the corporation, the members, directors and officers of the Authority shall not be liable to the Authority.

(c) The Authority shall indemnify any individual who is, was or is threatened to be made a party to a proceeding (including a proceeding by or in the right of the Authority) because such individual is or was a member, director or officer of the Authority or because such individual is or was serving the Authority or any other legal entity in any capacity at the request of the Authority while a member, director or officer of the Authority, against all liabilities and reasonable expenses incurred in the proceeding except such liabilities and expenses as are

incurred because of such individual's willful misconduct or knowing violation of the criminal law. Service as a member, director or officer of a legal entity controlled by the Authority shall be deemed service at the request of the Authority. The determination that indemnification under this paragraph (c) is permissible and the evaluation as to the reasonableness of expenses in a specific case shall be made, in the case of a member or director, as provided by law, and in the case of an officer, as provided in Section (d) of this Article; provided, however, that if a majority of the members of the Authority has changed after the date of the alleged conduct giving rise to a claim for indemnification, such determination and evaluation shall, at the option of the person claiming indemnification, be made by special legal counsel agreed upon by the CDA Board and such person. Unless a determination has been made that indemnification is not permissible, the Authority shall make advances and reimbursements for expenses incurred by a member, director or officer in a proceeding upon receipt of an undertaking from such member, director or officer to repay the same if it is ultimately determined that such member, director or officer is not entitled to indemnification. Such undertaking shall be an unlimited, unsecured general obligation of the member, director or officer and shall be accepted without reference to such member's, director's or officer's ability to make repayment. The termination of a proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent shall not of itself create a presumption that a member, director or officer acted in such a manner as to make such member, director or officer ineligible for indemnification. The Authority is authorized to contract in advance to indemnify and make advances and reimbursements for expenses to any of its members, directors or officers to the same extent provided in this paragraph (c).

(d) The Authority may, to a lesser extent or to the same extent that it is required to provide indemnification and make advances and reimbursements for expenses to its members, directors and officers pursuant to paragraph (c) of this Article, provide indemnification and make advances and reimbursements for expenses to its employees and agents, the members, directors, officers, employees and agents of its subsidiaries and predecessor entities, and any person serving any other legal entity in any capacity at the request of the Authority, and may contract in advance to do so. The determination that indemnification under this paragraph (d) is permissible, the authorization of such indemnification and the evaluation as to the reasonableness of expenses in a specific case shall be made as authorized from time to time by general or specific action of the CDA Board, which action may be taken before or after a claim for indemnification is made, or as otherwise provided by law. No person's rights under paragraph (c) of this Article shall be limited by the provisions of this paragraph (d).

(e) The rights of each person entitled to indemnification under this Article shall inure to the benefit of such person's heirs, executors and administrators. Special legal counsel selected to make determinations under this Article may be counsel for the Authority. Indemnification pursuant to this Article shall not be exclusive of any other right of indemnification to which any person may be entitled, including indemnification pursuant to a valid contract, indemnification by legal entities other than the Authority and indemnification under policies of insurance purchased and maintained by the Authority or others. However, no person shall be entitled to indemnification by the Authority to the extent such person is indemnified by another, including an insurer. The Authority is authorized to purchase and maintain insurance against any liability

it may have under this Article or to protect any of the persons named above against any liability arising from their service to the Authority or any other legal entity at the request of the Authority regardless of the Authority's power to indemnify against such liability. The provisions of this Article shall not be deemed to preclude the Authority from entering into contracts otherwise permitted by law with any individuals or legal entities, including those named above. If any provision of this Article or its application to any person or circumstance is held invalid by a court of competent jurisdiction, the invalidity shall not affect other provisions or applications of this Article, and to this end the provisions of this Article are severable.

(f) No amendment, modification or repeal of this Article shall diminish the rights provided hereunder to any person arising from conduct or events occurring before the adoption of such amendment, modification or repeal.

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IN WITNESS WHEREOF, the undersigned incorporator has executed these Articles of Incorporation as of the ____ day of _____, 2006, as duly authorized by Ordinance adopted by the Board of Supervisors of Chesterfield County, Virginia on August 23, 2006.

By: _____
County Administrator, County of
Chesterfield, Virginia

Exhibit A

Names and Addresses of Initial Members

	Term of Office	
	<u>Commences</u>	<u>Expires</u>
Hugh D. Keogh 3402 Sarsen Court Midlothian, VA 232113	August 23, 2006	August 1, 2010
Robert L. Turner 14019 Old Hampstead Court Chester, VA 23831	August 23, 2006	August 1, 2010
Marshall Smith 2900 Bosham Lane Midlothian, VA 23113	August 23, 2006	August 1, 2010
Traci Stallings 2119 Normandstone Drive Midlothian, VA 23113	August 23, 2006	August 1, 2010
Douglas L. Sbertoli 13671 Kingsmill Rd. Midlothian, VA 23113	August 23, 2006	August 1, 2010

Exhibit B

Description of Initial Authority District

Tax Map Parcel Numbers

<u>Tax Map Parcel</u>	<u>Acreage</u>
714-707-6311	6.0
714-707-9182	3.77
714-712-9323	7.0
715-710-8459	0.869
715-711-0444	5.0
715-711-4043	5.32
715-712-3508	7.0
716-710-0846	2.813
716-710-2342	0.195
716-713-5414	28.192
717-708-5080	406.45
717-711-0537	4.09
717-711-0707	2.769
718-705-6022	13.694
718-706-3636	6.434
	499.596

**WATKINS CENTRE COMMUNITY DEVELOPMENT AUTHORITY
CHESTERFIELD COUNTY, VIRGINIA**

**Rate And Method of Apportionment
Of Special Assessments**

A. INTRODUCTION

Special Assessments shall be imposed and collected on real property within the Watkins Centre Community Development Authority (“CDA”) through the application of the procedures described below. The Board of Directors of the CDA or their designee shall make all determinations in this Rate and Method of Apportionment of Special Assessments unless stated otherwise.

B. DEFINITIONS

The terms used herein shall have the following meanings:

“**Act**” means the Virginia Water and Waste Authorities Act, beginning with §15.2-5100 *et seq.* of the Code of Virginia, 1950, as it may be amended from time to time.

“**Adjusted Annual Parcel Installment**” means the amount calculated as the Adjusted Annual Parcel Installment for each Parcel pursuant to Section D.

“**Administrative Expenses**” means the following costs directly related to the administration of the CDA: the actual costs of computing the Annual Installments; the actual costs of collecting the Annual Installments (whether by the County or otherwise); the actual costs of remitting the Annual Installments to the Trustee; the actual costs of the Administrator and Trustee (including legal counsel) in the discharge of their duties; the costs of the CDA of complying with arbitrage rebate requirements; the costs of the CDA of complying with securities disclosure requirements; and any other costs of the CDA in any way related to the administration and operation of the CDA, including, without limitation, the costs of official meetings of the CDA, the costs of legal counsel and other consultants and advisors, and costs related to commencing foreclosure and pursuing collection of delinquent Annual Installments.

“**Administrator**” means the official or designee of the CDA who shall be have the responsibilities as provided herein, in the Bond Indenture, or by the Board of Directors.

“**Annual Credit**” means the amount calculated as the Annual Credit for each Parcel pursuant to Section D.

“**Annual Installment**” means the portion of the Special Assessment as set forth in the Special Assessment Roll that may be collected each Assessment Year from all Parcels in the CDA.

“Annual Parcel Installment” means the allocation of the Annual Installment to each Parcel pursuant to Section D.

“Annual Payment” shall be the portion of the Annual Parcel Installment to be collected from each Parcel each Assessment Year as determined by the provisions of Section D.1.

“Annual Revenue Requirement” means, for any Assessment Year, the lesser of (A) the Annual Installment for the Assessment Year and (B) the sum of the following: (1) debt service on the Bonds to be paid from the Annual Installments; (2) periodic costs associated with such Bonds, including but not limited to, rebate payments and any credit enhancement on the Bonds; (3) Administrative Expenses; and (4) a contingency; less (5) Incremental Tax Revenues available to the CDA that may be applied to the Annual Revenue Requirement; (6) any credits applied under the Bond Indenture, such as capitalized interest or interest earnings on any account balances, and (7) any other funds available to the CDA that may be applied to the Annual Revenue Requirement.

“Assessed Property” means, for any Assessment Year, Parcels within the CDA other than Non-Benefited Property.

“Assessment Year” means the annual cycle in which the Annual Payment is determined each year for each Parcel, the Annual Payment is collected, and these revenues are applied to the payments on the Bonds each year.

“Board of Directors” means the Board of Directors of the CDA.

“Bond Indenture” means the indenture or similar document setting forth the terms and other provisions relating to the Bonds, as modified, amended and/or supplemented from time to time.

“Bonds” means any bonds or other debt, including refunding bonds, whether in one or more series, issued by or on behalf of the CDA under the Act and to be repaid with the Special Assessments and other available revenues.

“Building Square Footage” or **“BSF”** means the actual or, for property not yet developed, the estimated leasable building area as shown on the building permit, architectural plans or other available documents, as estimated by the Administrator. If no information is available on the estimated leasable building area, Building Square Footage may be estimated by net usable land area and the estimated or allowable floor to area ratio for the property.

“County” means Chesterfield County, Virginia.

“Equivalent Units” means the Building Square Footage in 1,000s of square feet built or that may be built on a Parcel multiplied by the factors for each land use class shown below:

Land Use Class 1	1.00 per 1,000 BSF
Land Use Class 2	0.52 per 1,000 BSF
Land Use Class 3	0.56 per 1,000 BSF

“Incremental Tax Revenues” has the meaning given to such term in the Memorandum of Understanding approved by the County.

“Land Use Class 1” means Assessed Property used or intended to be used primarily for retail sales to the general public, including any ancillary uses thereto.

“Land Use Class 2” means Assessed Property used or intended to be used primarily as a hotel, including any ancillary uses thereto.

“Land Use Class 3” means Assessed Property used or intended to be used primarily as office space, including any ancillary uses thereto, and any Assessed Property that is not classified as Land Use Class 1 or 2.

“Mandatory Special Assessment Prepayment” shall mean a mandatory prepayment of Special Assessments pursuant to Section J.

“Non-Benefited Property” means Public Property, Owner Association Property, or easements that create an exclusive use for a public utility provider.

“Owner Association Property” means Parcels within the boundaries of the CDA owned by or irrevocably offered for dedication to a property owners’ association (if not used in a trade or business) and available for use by property owners in general.

“Parcel” means a lot or parcel with a tax map identification number assigned by the County for real property tax purposes.

“Principal Portion of the Special Assessment” means the portion of the Special Assessments equal to the outstanding principal amount of the Bonds. The Principal Portion of the Special Assessments shall be allocated to Assessed Property proportionate to the Special Assessments as set forth in Section C hereof. The Principal Portion of the Special Assessments may be increased for refunding bonds or other reasons as long as the total of the Special Assessments are not increased as set forth in the Special Assessment Roll.

“Public Improvements” means those improvements that the CDA has been authorized to provide.

“Public Property” means, for any Assessment Year, property within the boundaries of the CDA owned by or irrevocably offered for dedication to the federal government, Commonwealth of Virginia, the County, the CDA, or any other public agency, political

subdivision, or entity, whether in fee simple or any other property ownership interest that creates a substantially exclusive use in the property.

“Special Assessment” means the Special Assessment on each parcel, including both the Principal Portion of the Special Assessment and the Annual Installment, as shown on the Special Assessment Roll, as calculated by the Administrator and confirmed by the Board of Directors pursuant to the provisions of Section C.1., as it may be reapportioned upon the subdivision of any Parcel according to the provisions of Section C.2., as it may be combined upon the consolidation of two or more Parcels according to the provisions of Section C.2., and as it may be reduced according to the provisions of Sections C.3.

“Special Assessment Roll” means the document attached hereto as Appendix A-1 and A-2, as updated from time to time by the Board of Directors of the CDA in accordance with the procedures set forth herein.

“Trustee” means the fiscal agent or trustee as specified in the Bond Indenture, including a substitute fiscal agent or trustee.

C. SPECIAL ASESSEMENTS

1. The Amount of the Special Assessment

The total of the Special Assessments and the Annual Installments shall not exceed the amounts set forth in the Special Assessment Roll as it may be updated from time to time as provided for herein. The Special Assessment for each Parcel shall be set by the Board of Directors prior to the issuance of the Bonds and shall not be changed thereafter except pursuant to the provisions herein. The Board of Directors shall set the Special Assessment on each Parcel according to the following formula:

$$A = B \times (C \div D)$$

Where the terms have the following meanings:

A = the Special Assessment for a Parcel

B = the total of the Special Assessments for all Parcels as shown in the Special Assessment Roll

C = the Equivalent Units of a Parcel

D = the sum of the Equivalent Units of all of the Parcels in the CDA.

Upon a change in the estimate of the total of the Equivalent Units of a Parcel, the Board of Directors may reapportion the Special Assessment on some or all of the Parcels upon the unanimous request of the owners of the Parcels for which the Special Assessment is to be reapportioned. The reapportionment shall be made according to the following formula:

$$A = (B \div C) \times D$$

Where the terms have the following meanings:

- A = the Special Assessment of the Parcel
- B = the Equivalent Units of a Parcel
- C = the total Equivalent Units of all Parcels subject to the reallocation
- D = the total of the Special Assessments for all Parcels subject to the reallocation.

The computation of the Equivalent Units shall be calculated by the Administrator, based on the information available regarding the use of the Parcel, and the estimate of the Administrator shall be final. The Administrator shall use consistent standards in preparing the calculations and shall prepare and keep in the records of the CDA the computations made according to this section.

The total of all Special Assessments shall not be reduced after the issuance of Bonds except as provided below.

2. Reapportionment of Special Assessment Upon the Subdivision of a Parcel

a. Subdivision of a Parcel

Upon the subdivision of any Parcel, the Special Assessment (including both the Principal Portion of the Special Assessment and the Annual Installments) of the Parcel prior to the subdivision shall be reallocated to each new Parcel in proportion to the Equivalent Units of each Parcel and the Special Assessment for the Parcel prior to the subdivision. The reapportionment of the Special Assessment shall be represented by the formula:

$$A = B \times (C \div D)$$

Where the terms have the following meanings:

- A = the Special Assessment of the Parcel
- B = the Special Assessment of the Parcel prior to the subdivision
- C = the Equivalent Units of a Parcel
- D = the sum of the Equivalent Units of all of the new Parcels of Assessed Property that result from the subdivision.

The computation of the Equivalent Units shall be calculated by the Administrator based on the information available regarding the use of the Parcel. The Administrator shall use consistent standards in preparing the calculations and shall prepare and keep in the records of the CDA the computations made according to this section.

In all cases, the Special Assessment after the subdivision of a Parcel shall equal the sum of the Special Assessments before the subdivision of the Parcel.

b. Consolidation of a Parcel

Upon the consolidation of two or more Parcels, the Special Assessment for the consolidated Parcel shall be the sum of the Special Assessments for the Parcels prior to the consolidation, with each calculated separately.

3. Reduction in the Special Assessments

a. Reduction in Costs

If the Board of Directors resolves that the total actual costs to be incurred by the CDA, including the costs of the Public Improvements and the costs related to the issuance and repaying of Bonds, including refunding bonds, and Administrative Expenses are less than the total amount of the Special Assessments, then the Board of Directors shall reduce the Special Assessments (including the Principal Portion of the Special Assessments and the Annual Installments, as applicable) such that the sum of Special Assessments equals the total costs incurred or to be incurred. The Special Assessments shall be reduced for every Parcel of Assessed Property in the CDA in the following manner. First, if the Public Improvements were not completed and any Parcels were not fully improved by the Public Improvements, the Special Assessments shall be reduced on these Parcels to represent the Public Improvements made to these Parcels compared to the Public Improvements made to the other Parcels, taking into consideration the use of the Public Improvements by each land use class, as represented by the Equivalent Unit factors and the Public Improvements actually provided. The Board of Directors may provide for the reduction in the Special Assessments by equal percentage for each Parcel or some other means if the Board of Directors determines this would be the most fair or practical method of reducing the Special Assessments. Second, if additional reductions are to be made in the Special Assessments, the Special Assessments shall be reduced by an equal percentage such that the sum of the resulting Special Assessment for every Parcel equals the actual costs to be incurred by the CDA.

The Special Assessments as reduced according to the provisions of this section shall not be reduced to an amount that is less than the outstanding principal amount of the previously issued Bonds, interest on the outstanding Bonds, and estimated Administrative Expenses.

b. Repayment of the Bonds

The Special Assessments applicable to any Parcel shall be reduced each year as Bonds are repaid. The Principal Portion of the Special Assessments shall be reduced for the principal portion of the Annual Installments collected from each Parcel. The Special Assessments shall also be reduced for the Annual Installments collected or foregone (that is, the portion of the Annual Installments that exceeded the Annual Revenue Requirement and is not to be collected).

D. METHOD OF DETERMINING THE ANNUAL PAYMENT

Commencing with the Annual Payment to be collected in the 2007-2008 Assessment Year and for each following Assessment Year, the Administrator shall calculate and the Board of Directors shall confirm the Annual Payment on each Parcel.

1. The Annual Payment

The Annual Payment for each Parcel shall be calculated in the following manner:

$$A = B \times (C \div D)$$

Where the terms have the following meanings:

- A = the Annual Payment for a Parcel;
- B = the Annual Revenue Requirement for the Assessment Year for which the Annual Payment is being calculated;
- C = the Adjusted Annual Parcel Installment for the Parcel;
- D = the Adjusted Annual Parcel Installment for all Parcels in the CDA.

2. The Adjusted Annual Parcel Installment

The Adjusted Annual Parcel Installment for a Parcel shall equal the Annual Parcel Installment for each Parcel less the Annual Credit for the Parcel.

3. The Annual Parcel Installment

The Annual Parcel Installment for each Parcel shall be calculated in the following manner:

$$A = B \times (C \div D)$$

Where the terms have the following meanings:

- A = the Annual Parcel Installment for a Parcel
- B = the Annual Installment for all Parcels in the CDA for that Assessment Year as set forth in the Assessment Roll
- C = the Principal Portion of the Special Assessments for the Parcel
- D = the Principal Portion of the Special Assessments for all Parcels in the CDA.

4. The Annual Credit

The Annual Credit for each Parcel, for each Assessment Year, shall be equal to the Incremental Tax Revenues included in the calculation of the Annual Revenue Requirement for that Assessment Year allocable to that Parcel. For purposes of

calculating the Incremental Tax Revenues for each Parcel, the base year tax revenues for each tax included in the Incremental Tax Revenues shall be allocated to each Parcel on the basis of the total of the tax revenues from which the Incremental Tax Revenues are calculated. For example, for real property tax increment revenues, the base real property tax revenues would be allocated to each parcel in proportion to the total real property tax revenues of the parcel divided by the total real property taxes of all parcels in the CDA (using the total real property tax revenues from which the Incremental Tax Revenues are calculated).

In the event a Parcel is subdivided into new Parcels in an Assessment Year prior to the payment of the Annual Payment and a portion of the Parcel becomes Non-Benefited Property, the Annual Payment shall be collected on the Parcel or Parcels of Assessed Property based on the allocation of the Special Assessment pursuant to Section C.

E. UPDATING THE ASSESSMENT ROLL

The Board of Directors shall update Special Assessment Roll each Assessment Year to reflect (i) the current Parcels in the CDA, (ii) the Special Assessment allocated for each Parcel, including any adjustments to the Special Assessment as provided for in Section C, (iii) the Principal Portion of the Special Assessment for each Parcel; (iv) the Annual Parcel Installment for each Parcel, (v) the Annual Credit and Annual Payment for each Parcel for the Assessment Year, (vi) prepayments of the Special Assessment, and (vii) termination of the Special Assessment.

F. MANNER OF COLLECTION OF THE ANNUAL PAYMENT

The Annual Payment shall be collected in the same manner and at the same time as regular property taxes of the County and shall be subject to the same penalties, procedures, sale, and lien priorities in case of delinquencies as are provided for regular property taxes of the County. The CDA shall notify the County of the amount of the Annual Payment to be collected on each Parcel each Assessment Year in a timely manner to allow the collection of the Annual Payment by the County. The Board of Directors may provide for other means of collecting the Annual Payment, to the extent permitted under the Act.

G. ADMINISTRATIVE REVIEW

An owner of a lot claiming that a calculation error has been made in the update of Special Assessment Roll in any Assessment Year shall send a written notice describing the error to the Board of Directors (or the Administrator if delegated to review appeals pursuant to this section by the Board of Directors) not later than thirty (30) days after the date any amount which is alleged to be incorrect is due prior to seeking any other remedy. The Board of Directors (or the Administrator if so designated by the Board of Directors) shall promptly review the notice, and if necessary, meet with the property owner, consider written and oral evidence regarding the alleged error and decide whether, in fact, such a calculation error occurred.

If the Board of Directors (or the Administrator if so designated by the Board of Directors) determines that a calculation error has been made that requires the Special Assessment Roll to be modified or changed in favor of the property owner, a cash refund may not be made for any amount previously paid by the owner (except for the final Assessment Year during which the Special Assessment shall be collected or if a determination is made that there are sufficient funds available to meet the Annual Revenue Requirement for an Assessment Year), but an adjustment shall be made in the amount of the Annual Payment to be paid in the following Assessment Year. The decision of the CDA or its designee regarding a calculation error relating to the Special Assessment Roll shall be conclusive as long as there is a reasonable basis for the determination.

H. TERMINATION OF SPECIAL ASSESSMENTS

Except for any delinquent Annual Payments and related penalties and interest, the Special Assessment shall be collected for a term not to exceed the term of all of the Bonds. In no event shall the Special Assessments be collected beyond the period in which the Special Assessment or the Bonds are fully paid as provided for herein.

After the retirement of all Bonds, and the collection of any delinquent Annual Payments, penalties and interest, the CDA shall provide each owner of a Parcel a recordable document (or provide for the recordation of such document) evidencing the termination of the imposition and collection of the Special Assessment.

I. PREPAYMENT OF SPECIAL ASSESSMENT

The Special Assessment on any Parcel may be fully paid at any time, the Special Assessment reduced to zero, and the obligation to pay the Annual Installments permanently satisfied by payment of an amount calculated according to the following provisions:

1. A sum equal to the Principal Portion of the Special Assessment for the Parcel, as it may have been set, reapportioned or reduced pursuant to the provisions of Sections C.1., C.2., C.3., and C.4; less,
2. A credit for the reserve fund equal to the amount provided for in the Bond Indenture; plus,
3. A sum equal to (a) the amount needed to pay interest on the outstanding Bonds to be redeemed and the investment earnings on the prepayment amount until the Bonds can be called and redeemed, after taking into consideration the Annual Payment paid or to be paid but not accounted for in the calculation of the Principal Portion of the Special Assessment in Step 1 and (b) expenses of the CDA related to the prepayment.

The amounts calculated in the preceding steps shall be paid to the CDA and shall be distributed by the CDA to pay costs related to the prepayment and according to the Bond Indenture. Upon the payment of such prepayment amount to the CDA, the obligation to pay the Special Assessment for such Parcel shall be deemed to be permanently satisfied, the Special Assessment for such Parcel shall be reduced to zero, the Annual Installment shall not be collected on the Parcel thereafter, and the CDA shall provide to the owner (or cause to be recorded) a recordable notice of the payment of the Special Assessment within a reasonable period of time of receipt of such prepayment amount.

J. MANDATORY PREPAYMENT OF SPECIAL ASSESSMENTS

1. Prepayment of Special Assessments for Non-Benefited Property

A prepayment of the Special Assessment shall be required on any Parcel that is acquired by an entity that results in the Parcel being classified as Non-Benefited Property, if the Special Assessment may not be reapportioned to a Parcel of Assessed Property pursuant to the provisions of Sections C.1. or C.2. In the event an entire Parcel becomes Non-Benefited Property such that the Special Assessment cannot be reallocated to any other Parcel pursuant to the provisions of Sections C.1 or C.2., the Special Assessment shall become immediately due and payable and shall be collected from proceeds of a sale, condemnation, or other form of compensation for the property or from any other legally available source of funds. The prepayment of the Special Assessment shall be calculated as set forth in Section I.

2. Prepayment of Special Assessments Resulting From a Reduction in Equivalent Units

The Special Assessments shall be prepaid in part upon a reduction of the Equivalent Units that results in the Principal Portion of the Special Assessments exceeding a maximum amount per Equivalent Unit as set forth in the Bond Indenture. The Mandatory Prepayment shall be due from the Parcel (or any resultant Parcels) that results in the application of the provisions of this section.

The Mandatory Prepayment shall be calculated as set forth in Section I, with the Principal Portion of the Special Assessment being prepaid for the reduction in the number of Equivalent Units.

The Mandatory Prepayment shall be due prior to the recordation, conveyance, or other action that results in a change to any Parcel that results in a Mandatory Prepayment. The Mandatory Prepayment shall have the same sale and lien priorities as provided for by law for the Assessments.

The Mandatory Prepayment shall not exceed the principal amount of the outstanding Bonds plus any other amounts owed on the Bonds, including accrued interest and redemption fees.

K. AMENDMENTS

Immaterial amendments may be made to this Rate and Method of Apportionment of Special Assessment by the Board of Directors without further notice under the Act and without notice to owners of Assessed Property within the CDA. Immaterial amendments shall be those that (i) clarify or correct minor inconsistencies in the matters set forth herein, (ii) provide for lawful procedures for the collection and enforcement of the Special Assessment and other charges imposed herein so as to assure their efficient collection, and (iii) otherwise improve the ability of the CDA to fulfill its obligations to impose and collect the Special Assessment and charges imposed herein and to make it available for the payment of the Bonds, Administrative Expenses, and other costs of the CDA. No such amendment shall be approved unless and until it has (i) been found and determined that the amendment is necessary and appropriate and does not materially adversely affect the rights of the owners of the Bonds and (ii) received an opinion of a nationally recognized bond counsel to the effect that the amendment is permitted by the terms of the Bond Indenture and this Rate and Method of Apportionment of Special Assessment. Amendments may not be made to this Rate and Method of Apportionment of Special Assessment pursuant to the procedure described above that would increase the total of the Special Assessments or charges as set forth herein.

L. INTERPRETATION OF PROVISIONS

The Board of Directors shall make all interpretations and determinations related to the application of this Rate and Method of Apportionment of Special Assessments, unless stated otherwise herein or in the Bond Indenture, and as long as there is a rational basis for the determination made by the Board of Directors, such determination shall be conclusive.

M. SEVERABILITY

If any section or part of a section of this Rate and Method of Apportionment of Special Assessments is declared invalid or unenforceable, the validity, force, and effect of any other section or part of a section herein shall not thereby be affected or impaired unless such other section or part of a section herein is wholly or necessarily dependent upon the section or part of a section so held to be invalid or unenforceable.

Appendix A-1

SPECIAL ASSESSMENT ROLL
ANNUAL INSTALLMENT OF SPECIAL ASSESSMENT

Watkins Centre Community Development Authority
Chesterfield County, Virginia

Tax Year Beginning	Principal	Interest and Administrative Expenses	Annual Installment
2007	\$0	\$1,036,490	\$1,036,490
2008	\$0	\$1,036,490	\$1,036,490
2009	\$1,010,000	\$1,036,490	\$2,046,490
2010	\$1,117,000	\$970,840	\$2,087,840
2011	\$1,231,000	\$898,235	\$2,129,235
2012	\$1,354,000	\$818,220	\$2,172,220
2013	\$1,485,000	\$730,210	\$2,215,210
2014	\$1,626,000	\$633,685	\$2,259,685
2015	\$1,777,000	\$527,995	\$2,304,995
2016	\$1,938,000	\$412,490	\$2,350,490
2017	\$2,111,000	\$286,520	\$2,397,520
2018	\$2,297,000	\$149,305	\$2,446,305
Total	\$15,946,000	\$8,536,970	\$24,482,970

The Annual Installments are due each Tax Year with regular real property taxes on June 5 and December 5. The Annual Installment due each year shall be revised as set forth in the Rate and Method of Apportionment of Special Assessments.

Appendix A-2

SPECIAL ASSESSMENT ROLL
TOTAL SPECIAL ASSESSMENT

Watkins Centre Community Development Authority
Chesterfield County, Virginia
Tax Year Beginning 2007

Tax Map Parcel	Special Assessment	Principal Portion of Special Assessment	Annual Installment	Annual Credit	Annual Payment
715-712-8474	\$0	\$0	\$0	\$0	\$0
715-711-4066	\$2,485,553	\$1,618,865	\$105,226	(\$105,226)	\$0
715-711-0031	\$67,986	\$44,280	\$2,878	(\$2,878)	\$0
714-711-9668	\$456,863	\$297,559	\$19,341	(\$19,341)	\$0
715-711-8157	\$67,986	\$44,280	\$2,878	(\$2,878)	\$0
715-711-8026	\$176,763	\$115,127	\$7,483	(\$7,483)	\$0
717-711-0537	\$424,043	\$276,183	\$17,952	(\$17,952)	\$0
717-711-0707	\$287,084	\$186,981	\$12,154	(\$12,154)	\$0
716-713-8051	\$481,170	\$313,391	\$20,370	(\$20,370)	\$0
717-708-1487	\$19,091,162	\$12,434,262	\$808,227	(\$808,227)	\$0
715-710-8459	\$143,684	\$93,583	\$6,083	(\$6,083)	\$0
714-707-9182	\$17,338	\$11,292	\$734	(\$734)	\$0
716-710-0846	\$90,281	\$58,801	\$3,822	(\$3,822)	\$0
717-708-1487	\$67,364	\$43,875	\$2,852	(\$2,852)	\$0
718-705-6022	\$327,934	\$213,587	\$13,883	(\$13,883)	\$0
718-706-3636	\$154,077	\$100,352	\$6,523	(\$6,523)	\$0
715-710-4260	\$143,684	\$93,583	\$6,083	(\$6,083)	\$0
Total	\$24,482,970	\$15,946,000	\$1,036,490	(\$1,036,490)	\$0

The Special Assessment Roll shall be adjusted from time to time pursuant to the provisions of the Rate and Method of Apportionment of Special Assessments.



**CHESTERFIELD COUNTY
BOARD OF SUPERVISORS
AGENDA**

Page 1 of 1

Meeting Date: December 13, 2006

Item Number: 19.

Subject:

Adjournment and Notice of Next Scheduled Meeting of the Board of Supervisors

County Administrator's Comments:

County Administrator: _____ *LEB*

Board Action Requested:

Summary of Information:

Motion of adjournment and notice of the Board of Supervisors regular meeting to be held on February 14, 2007 at 3:00 p.m.

Preparer: Lisa Elko

Title: Clerk to the Board

Attachments:

☐

Yes

☒

No

#

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